

STANDARD AGENT EXCLUSIVE RIGHT TO SELL BROKERAGE AGREEMENT TO STANDARD LISTING AGREEMENT

THIS STANDARD AGENT EXCLUSIVE RIGHT TO SELL BROKERAGE AGREEMENT ("BROKERAGE AGREEMENT") FORMS AN
INTEGRAL PART OF THE STANDARD LISTING AGREEMENT (collectively "Agreement") between:

Sample Only

M & M Realty

123 Kind Street, Virginia Beach VA 23451

("Seller") and

("Listing Firm") for the sale of

("Property").

1. BROKERAGE:

A. RELATIONSHIP: Listing Firm shall act as Seller's "Standard Agent." A Standard Agent is a licensee who acts for or represents a Seller as a client in an agency relationship and performs the obligations described below and any additional obligations agreed to in the Agreement. The obligations described below are set forth in § 54.1-2131 of the Code of Virginia of 1950, as amended.

1. Perform in accordance with the terms of the Agreement.
2. Promote the interests of Seller by:
 - a. Conducting marketing activities on behalf of Seller in accordance with the Agreement. In so doing, the Listing Firm shall seek a sale at the price and terms agreed upon in the Agreement or at a price and terms acceptable to Seller; however, the Listing Firm shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract of sale, unless agreed to as part of the Agreement or as the contract of sale so provides;
 - b. Assisting in the drafting and negotiating of offers and counteroffers, amendments and addenda to the real estate contract pursuant to § 54.1-2101.1 and in establishing strategies for accomplishing the Seller's objectives;
 - c. Receiving and presenting in a timely manner written offers or counteroffers to and from Seller and prospective Buyers, even when the Property is already subject to a contract of sale; and
 - d. Providing reasonable assistance to Seller to satisfy Seller's contract obligations and to facilitate settlement of the purchase contract.
3. Maintain confidentiality of all personal and financial information received from Seller during the brokerage relationship and any other information that Seller requests during the brokerage relationship be maintained confidential, unless otherwise provided by law or Seller consents in writing to the release of such information;
4. Exercise ordinary care;
5. Account in a timely manner for all money and property received by the Listing Firm in which Seller has or may have an interest;
6. Disclose to Seller material facts related to the Property or concerning the transaction of which the Listing Firm has actual knowledge; and
7. Comply with all requirements of this article, all fair housing statutes and regulations for residential real estate transactions as applicable, and all other applicable statutes and regulations which are not in conflict with this article.
8. Listing Firm shall treat all prospective buyers honestly and shall not knowingly give them false information.
9. Listing Firm shall disclose to prospective buyers all material adverse facts pertaining to the physical condition of the Property which are actually known by Listing Firm. As used in this section, the term "physical condition of the Property" shall refer to the physical condition of the land and any improvements thereon, and shall not refer to: (i) matters outside the boundaries of the land or relating to adjacent or other properties in proximity thereto, (ii) matters relating to governmental land use regulations, or (iii) matters relating to highways or public streets. If Listing Firm has actual knowledge of the existence of defective drywall in the Property, the Listing Firm shall disclose the same to the prospective buyer. For purposes of this section, "defective drywall" means all defective drywall as defined in § 36-156.1. Such disclosure shall be made in writing. No cause of action shall arise against the Listing Firm for revealing information as required by applicable law. The provisions of the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq.) also apply.

B. DUAL AGENCY DISCLOSURE: Seller acknowledges that Listing Firm, in the course of its business, may represent prospective buyers, some of whom may wish to see or consider the Property. Seller consents to Listing Firm's showing the Property to Listing Firm's buyer clients who may be interested in the Property. If Listing Firm shows the Property to a buyer client who wishes to make an offer on the Property, then a dual agency or dual representation by Listing Firm will exist. In the event a dual representation arises, Listing Firm may continue to represent Seller and the prospective buyer in one of two specified ways: (i) the broker and all salesperson(s) may continue to represent both Seller and a prospective buyer, but they will not share any confidential information unless required to do so by law; or (ii) the broker of Listing Firm may employ the use of **designated agents or designated representatives**. With the use of designated agents or designated representatives, the broker of Listing Firm is still a dual agent, but separate licensees are designated to represent Seller and a buyer, and these licensees represent their respective clients as if the licensees worked for separate companies. Each designated agent or designated representative gives such licensee's best advice to such licensee's client and keeps the confidences of

such representative's client. Real estate licensees are required by law to disclose to both a buyer and the Seller whenever a dual representation relationship arises and in the event a dual representation occurs, all parties must enter into a separate disclosures of dual representation or designated agents form.

2. BROKERAGE FEE:

A. The commission rate and/or fees for the sale, lease or management of real estate is negotiable between each Real Estate Information Network Inc. ("REIN") broker member and its client; REIN is not involved, in any way, in the negotiation of such brokerage fees. If the Property is sold, exchanged, optioned or otherwise transferred at any time during the Listing Period, including any extended term as provided in Section 2(B) below, to a buyer, Seller shall pay to Listing Firm a brokerage fee ("Listing Firm Brokerage Fee") of

☒ ^{\$3,000.00} ^{whichever} _{or 1.25%} ^{is lower} % of the purchase price indicated in the ratified purchase agreement, executed and accepted by Seller and buyer ("Purchase Agreement") **OR**

☐ _____, in each case, in cash at settlement. In addition, Seller agrees as follows with regard to paying any real estate firm representing buyer (the "Selling Firm"), which may include Listing Firm in the event of a dual agency or representation by Listing Firm or in the event that buyer is an unrepresented party:

- Seller to choose
1-3% or
any amount
- ☐ Seller agrees to pay Selling Firm _____% of the final sales price indicated in the Purchase Agreement; **OR**
☐ Seller agrees to pay Selling Firm the sum of \$_____ (Seller may insert any amount, including zero).
☐ (CHECK ONLY IF APPLICABLE) In addition to the foregoing, Seller agrees to pay additional compensation (e.g., incentive compensation) to Selling Firm as outlined below on the following terms and conditions:

_____.

If no firm other than Listing Firm is involved in the transaction, any brokerage fee offered by Seller to a Selling Firm, if any, as outlined above shall be paid by Seller to Listing Firm, unless Seller designates otherwise as follows _____
_____.

The amount Seller agrees to pay to the Selling Firm, if any, is referred to as the "Selling Firm Brokerage Fee," and, with the Listing Firm Brokerage Fee, is referred to as the "Brokerage Fee". The Selling Firm Brokerage Fee, if any, shall be paid by Seller in cash at settlement.

B. Seller authorizes and directs the settlement agent to collect and disburse the Brokerage Fee at settlement. The Brokerage Fee shall also be paid by Seller as set forth above in the event Seller contracts to sell, exchanges, options or otherwise transfers the Property within 2 days after the expiration or termination of the Listing Period to a person(s) to whom the Property has been shown or negotiated with as a prospective buyer by Listing Firm or other REIN participant. In the event an exclusive listing agreement is entered into by Seller, with another licensed real estate firm, upon expiration or termination of the Agreement, then the previous sentence shall be null and void.

M & M Realty
(Listing Firm)

By: Sample Only
(Seller) (Date)

By: _____
(Listing Agent) Erma Moreno (Date)

By: _____
(Seller) (Date)

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REAL ESTATE INFORMATION NETWORK INC.
STANDARD LISTING AGREEMENT



THE STANDARD LISTING AGREEMENT ("Agreement") is entered into by and between the undersigned seller(s) ("Seller") and the undersigned listing firm ("Listing Firm"). Seller and Listing Firm agree that the following described property ("Property") shall be sold upon the terms and conditions more particularly set forth below.

1. **PROPERTY:** Seller (Type or Print) Sample Only
Property located in the City/County of Virginia Beach Virginia,
commonly known as 123 Kind Street, Virginia Beach VA 23451 (Street Address), and
otherwise known as Block A Phase 1 (Legal Description).

Seller covenants and agrees to complete and sign the appropriate listing Data Input Form in conjunction with this Agreement and such forms will become an integral part of this Agreement.

2. **TERM:** Seller grants to Listing Firm the exclusive and irrevocable right to sell the Property from July 1, 2024
(Date), until 12:00 Midnight on September 2, 2024 (the "Listing Period"). Listing Firm has until the next business day from the beginning of the Listing Period, excluding weekends and Federal holidays, to process paperwork and input the listing into the Real Estate Information Network Inc. ("REIN") system. **The Property will not be available for marketing and showing until the beginning of the Listing Period.**

3. **SALES PRICE:** Seller agrees to sell the Property for \$ 425,000.00 or such other price and upon such other terms as Seller may subsequently agree. Buyers often request that a Seller pay a portion of the closing costs or other costs incurred by a Buyer in connection with the acquisition and financing of a Property. For purposes of this Agreement, such costs are referred to as "Seller Contributions" and shall include, except as provided below, all allowable costs and expenses which a Seller may pay on a Buyer's behalf under applicable underwriting guidelines of Buyer's lender. Seller's Contributions shall expressly exclude any costs or expenses associated with the repair of the Property, whether negotiated between Buyer and Seller or otherwise required under the terms of the agreement of sale. Seller authorizes Listing Firm to disclose Seller's willingness to pay Seller's Contributions and agrees to pay Seller's Contributions in an amount not to exceed \$ 0. (Zero, certain amount or negotiable)

4. **SELLER AUTHORIZATION:** Listing Firm shall be bound by the rules and regulations of REIN with respect to the sale of the Property.

(A) **Listing Data & Photos:** Seller, Listing Agent and Listing Firm hereby transfer and assign to REIN all rights of ownership and copyright to all information, including photographs and sketches, submitted to REIN regarding the Property. Seller, Listing Agent and Listing Firm represent and warrant that they are the owners of such information and agree to indemnify and hold REIN harmless for any claim brought against REIN arising out of REIN's use of such information. Seller, Listing Agent and Listing Firm waive any claims that REIN's use of the information is unlawful because REIN did not properly obtain rights to use such information. Seller authorizes Listing Agent and Listing Firm to submit information concerning the Property to REIN or any other multiple listing service for publication and Seller, Listing Agent and Listing Firm shall allow such information to be used by REIN or any other entity for any lawful purpose as deemed appropriate by REIN or another entity. Seller, Listing Agent and Listing Firm hereby acknowledge, agree and authorize that information regarding the Property, including offers of cooperation and compensation, shall be made available to all REIN Members, for their authorized use, including distribution in any form to REIN Members' customers and clients.

(B) **Advertising:** Seller authorizes Listing Firm to advertise the sale of the Property with any and all advertising and marketing media, including the Internet, solely at the discretion of Listing Firm. Unless otherwise agreed to in writing, Listing Firm shall have no duty to continue to market the Property subsequent to Seller entering into a purchase agreement. Seller acknowledges that while they have an exclusive listing with a REIN member firm, Seller is restricted from advertising the Property below the listed price during the term of the listing. Seller's failure to comply with the above will result in the listing being removed from the REIN system. Unless otherwise noted below, Seller, Listing Agent and Listing Firm acknowledge that information regarding the Property, including the address for mapping purposes, may be made available to the general public via the Internet, through REIN Members' websites or other means.

(C) **Cooperation:** Seller agrees that all REIN members and licensed real estate brokers or their agents may show the Property and that Seller shall offer cooperation whether the Buyer is assisted by a selling subagent, Buyer broker agent or other licensee acting on behalf of Buyer (collectively the "Selling Firm"). Seller agrees to make the Property available for showing at all reasonable hours and to refer to Listing Firm all inquiries relative to the sale of the Property. Seller shall use good faith efforts to cooperate with Listing Firm in the sale of the Property, promptly reply to Listings Firm's requests and inquiries and otherwise facilitate Listing Firm's efforts to sell the Property. The parties shall comply with all local, state and federal laws, rules and regulations in connection with the listing and sale of the Property, including, but not limited to, the U.S. Fair Housing Act. Seller expressly agrees that as consideration for the agreement of REIN to enter the information concerning the Property in its database, REIN and its members shall be entitled to rely on statements and authorizations made by Seller in this Agreement and shall be deemed to be third party beneficiaries of this Agreement.

(D) **Signage:** Only "For Sale" signs of Listing Firm may be placed on a property listed in REIN. Seller authorizes Listing Firm to place "For Sale" signs on the Property and to remove all other signs. Seller acknowledges that while they have an exclusive listing with a REIN member firm, Seller is restricted from placing their own "For Sale" signs on the Property during the term of the listing. Seller's failure to comply with the above will result in the listing being removed from the REIN system.

5. **OFFER TO PURCHASE:** If an acceptable offer to purchase is made in accordance with the provisions of this Agreement, Seller shall execute the REIN Standard Purchase Agreement, or any other purchase agreement if mutually agreeable to all parties, and be bound by the terms and conditions thereof. Seller ☒ **AUTHORIZES** / ☐ **DOES NOT AUTHORIZE (mark as applicable)** Listing Firm to divulge to other agents, if asked, the existence of other offers. In the event Seller is presented with multiple offers in accordance with the provisions of this Agreement, Seller shall have the option to accept any one (1) of these offers without liability for failing to accept any of the other offers. Seller understands that the terms of the Standard Purchase Agreement obligates Seller to pay a negotiated amount for repairs required by an appraisal, the wood destroying insect infestation and moisture inspection report, a well/septic system report and walk through inspection. Seller shall pay (i) all expenses of deed preparation, the grantor's tax on the deed and all expenses, if any, for removal of title defects and (ii) any Seller Contributions as agreed to in a purchase agreement including those fees charged by lender for the specified financing which, by law, Buyer is not permitted to pay.

6. **DEFAULT:** Should Seller refuse to execute such purchase agreement, default in the performance of such purchase agreement, default under the terms and conditions of this Agreement or intentionally interfere with Listing Firm's efforts to sell the Property, Listing Firm shall have the right to terminate this Agreement and pursue any and all rights available at law as a result of such default. In addition to any liabilities Seller may incur in connection with a default by Seller under the purchase agreement, Seller shall be liable to Listing Firm for the Brokerage Fee payable to Listing Firm, as provided in the attached Brokerage Agreement, as if the sale of the Property had been consummated, and for any expenses, including reasonable attorney's fees, incurred by Listing Firm in connection with this Agreement, the sale of the Property, or with the enforcement hereof.

7. **LOCKBOX:** Seller ☒ **DOES** / ☐ **DOES NOT (Check One)** authorize Listing Firm to use the SUPRA Keybox or other REIN authorized keybox ("Keybox") for the marketing of the Property. Seller acknowledges that the Keybox is not designed or intended as a security service. Seller agrees that SUPRA, REIN, Listing Firm, any member firm of REIN or other authorized agents shall not be liable for the unauthorized use of the Keybox and/or unauthorized entry to the Property. Seller agrees that Seller will not hold REIN or any of the member firms responsible or liable for damage or theft to the Property or Seller's personal property located on the Property during the term of this Agreement.

8. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS:**

(A) **Virginia Residential Property Disclosure Act:** Seller has been informed of Seller's rights and obligations under the Residential Property Disclosure Act [Code of Virginia of 1954, as amended ("Code"), §55.1-700, et seq.], which requires sellers of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the Buyer a Residential Property Disclosure Statement. Certain transfers of residential property are excluded from this requirement (see §55.1-702).

(B) **Lead Paint:** Residences built prior to 1978 may contain lead-based paint and/or lead-based paint hazards which could affect the health of the residents. Seller represents and certifies that Property ☐ **WAS** / ☒ **WAS NOT (Check One)** built prior to 1978. Seller acknowledges that Seller has been informed of Seller's obligations under the Residential Lead-Based Paint Hazard Reduction Act of 1992. If the Property was built prior to 1978, by execution below, Seller represents that Seller has completed and delivered to Listing Firm a REIN form entitled "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" or a VPAR form entitled "Disclosure of Information and Acknowledgment of Lead-Based Paint and Lead-Based Paint Hazards."

(C) **Common Interest Community Disclosure:** Seller acknowledges that the Property (check one):

☒ **IS NOT** located in a Common Interest Community subject to the Resale Disclosure Act (§ 55.1-2307 et seq. of the Code of Virginia). Pursuant to § 55.1-2307 et seq. of the Code of Virginia, a "Common Interest Community" means a condominium created pursuant to the Virginia Condominium Act (§ 55.1-1900 et seq.) or the Horizontal Property Act (§ 55.1-2000 et seq.), a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§ 55.1-2100 et seq.), or a property owners' association subject to the Property Owners' Association Act (§ 55.1-1800 et seq.).

☐ **IS** a sale of a condominium unit in a condominium consisting of 3 or fewer units and as such is exempt from the requirements in the Resale Disclosure Act relating to a resale certificate and/or a public offering statement. Prior to executing this Agreement, Buyer is advised to address all concerns relating to the Property being a condominium unit, including without limitation and by way of explanation, issues related to hazard and liability insurance, current and proposed maintenance and repairs, common expenses, restrictions and agreements contained in the documents creating the condominium and similar items.

☐ **IS** located in at least one Common Interest Community subject to the Resale Disclosure Act. If the Property is located within a Common Interest Community, the Resale Disclosure Act requires the Associations for each Common Interest Community the Property is located in to provide Seller, within fourteen (14) days of a written request and payment of the appropriate fees, a resale certificate ("Resale Certificate"), which Seller shall obtain and provide to Buyer. Pursuant to the Resale Disclosure Act, Buyer's obligations under the purchase agreement are not binding at any time prior to settlement until Buyer has had the opportunity to review the Resale Certificate(s). Cost of the preparation of the Resale Certificate(s) shall be paid by Seller. Seller ☐ **DOES** / ☐ **DOES NOT** authorize Listing Firm agent to request the Resale

Certificate(s) on behalf of Seller and to receive the Resale Certificate(s) from the Association(s) as Seller's authorized agent. To the extent that the Property is a cooperative unit which is governed by the Virginia Real Estate Cooperative Act (Code § 55.1-1800, et seq.), some cooperative bylaws require Board of Director approval of all cooperative sales. Seller should investigate to determine whether board approval is required.

- (D) **Sewage / Septic:** Residences with onsite sewage systems / septic tanks may previously have been granted an operating permit waiver which shall become null and void at the time of transfer or sale of the Property. Seller is required to disclose the existence of such a waiver to potential Buyers. Seller also represents and warrants that (Check appropriate box):

- ☒ **The Property is not served by an onsite septic system.**
☐ **The Property is served by an onsite septic system that is not subject to a waiver.**
☐ **The Property is served by an onsite septic system that has been granted a waiver which is not transferrable to Buyer. Seller will provide Buyer the Disclosure Regarding Validity of Septic System Operating Permit as required by §32.1-164.1:1 of the Code of Virginia, a copy of which is attached to this Agreement. A copy of the Onsite Sewage (Septic) Addendum is attached and shall become a part of this Agreement.**
☐ **Other (enter the applicable exemption for transfer subject to waiver pursuant to §32.1-164.1:1.C of the Code of Virginia):** _____

- (E) **CDIF and CH7:** Seller acknowledges receipt of the REIN Consumer Disclosure Information Form and Summary Of Rights And Obligations Of Sellers And Purchasers Under The Virginia Residential Property Disclosure Act Form which is incorporated by reference and made an integral part of this Agreement.

- (F) **Warranty Release and Indemnification:** Seller represents and warrants the accuracy of all information provided by Seller to Listing Firm concerning the Property (including, without limitation, all information which may have been given or may be given in the future, and expressly including the statements made in the Listing Data Input Form made in conjunction with this Agreement). Seller agrees to indemnify and hold Listing Firm harmless against any and all damage, liability or expense of any kind or nature whatsoever arising from the inaccuracy of any such information, statements, representations and warranties. Seller authorizes Listing Firm to release, advertise and disseminate all such information provided by Seller including pictures, images of the Property and likenesses through the internet and other media. Seller authorizes Listing Firm to provide financial information related to the sale of the Property, including information related to settlement expenses (but not personal financial information) to real estate appraisers and REIN.

- (G) **Wood Destroying Insect Infestation Inspection Report:** The Wood Destroying Insect Infestation Inspection Report (NPMA-33) requires Seller to disclose to Buyer all known property history information regarding wood destroying insect infestation, damage from infestation and treatment history. Seller may be required to sign the NPMA-33.

- (H) **General Warranty Deed:** Except as otherwise provided, Seller covenants to convey the Property to the prospective Buyer(s) by General Warranty Deed free of all encumbrances, tenancies, and liens for taxes or other matters of any type (except for taxes which are not yet due and payable which will be prorated as of closing), subject however, to any restrictive covenants and easements of record as of the date of this Agreement. _____

- (I) **Seller Representations:** (i) Seller represents that Seller has the right to transfer the Property without obtaining the consent or approval of any other party, including without limitation, judgment creditors, lienholders, other lenders or any court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital property. In the event Seller receives written notice of commencement of foreclosure proceeding involving the Property during the Listing Period, Seller (a) shall promptly notify Listing Firm and (b) authorizes Listing Firm to disclose such foreclosure to prospective purchasers. In the event of notice from Seller that the foreclosure proceedings have commenced against the Property, Listing Firm shall have the right to terminate this Agreement.

(ii) Seller represents that Seller has or will have sufficient cash or other liquid funds to make any payments required in order to pay all brokerage fees due and transfer the Property without any liens attaching to the Property.

(iii) Seller ☐ **HAS** or ☒ **DOES NOT HAVE** actual knowledge of a lis pendens filed against the Property pursuant to Section 8.01-268 of the Code of Virginia. If Seller has such knowledge, such disclosure shall be provided to Buyer on a form provided by the Real Estate Board on its website.

EXCEPTIONS (Check only if applicable):

- (i) ☐ Seller represents that the sale is a "short sale" in which event the REIN Short Sale Addendum to Standard Listing Agreement or other Addenda is attached to and incorporated into this Agreement.
- (ii) ☐ Seller represents that the sale of the Property will require approval of a third party other than the approval(s) necessitated by a "short sale" and Seller makes the following statement regarding other third party approvals: (i.e. co-op approval, bankruptcy, or other court approval, etc.). _____

If at any time during the term of this Agreement, the transfer of the Property requires obtaining consent or approval of any other party, including without limitation, judgment creditors, lienholders, other lenders or any court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital

property, Seller authorizes Listing Agent (a) to disclose such requirement in the REIN system as required by REIN Rules and (b) to contact Seller's lender or VA (if applicable) to facilitate sale pursuant to the purchase agreement. Further, if Seller becomes aware of circumstances which make either of the exceptions referenced in (i) or (ii) above applicable subsequent to signing this Agreement, Seller shall promptly notify Listing Agent of such change in circumstances and Seller authorizes Listing Agent to make the disclosures and contacts as described in the preceding sentence. Seller's disclosure of a change in circumstances as provided in the previous sentence shall not excuse Seller's breach of the representations set forth in this Agreement or paragraph 7.C. of the Purchase Agreement or constitute a defense that Seller has not breached the representations set forth in this Agreement or paragraph 7.C. of the Purchase Agreement.

(J) **PENDING BUILDING OR ZONING VIOLATIONS:** Seller ☐ HAS or ☒ DOES NOT HAVE actual knowledge that the Property has pending enforcement actions pursuant to the Uniform Statewide Building Code. Section 55.1-706 of the Code of Virginia states that if the Seller of a residential dwelling unit has actual knowledge of any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the Property of which the Seller has been notified in writing by the locality, or any pending violation of the local zoning ordinance that the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by the court of competent jurisdiction, the Seller shall provide to a prospective Purchaser a written disclosure that so states. Such disclosure shall be provided to the Purchaser on a form provided by the Real Estate Board on its website and otherwise in accordance with this chapter.

(K) **PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE:** Seller ☐ HAS or ☒ DOES NOT HAVE actual knowledge that the Property (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines. If Seller has such knowledge, Seller shall provide a written disclosure to Buyer in accordance with Section 55.1-708 of the Code of Virginia. Pursuant to Section 32.1-11.7 of the Code of Virginia, the Virginia Board of Health established Guidelines for Cleanup of Residential Property Used to Manufacture Methamphetamine.

(L) **FIRPTA:** Except as noted below, Seller represents and warrants that Seller is not a nonresident alien, foreign estate, foreign trust, foreign partnership or foreign corporation as those terms are defined in the Internal Revenue Code and applicable United States Treasury Regulations, including Internal Revenue Code Sections 1445 and 1446:

(M) **AUDIO and VIDEO RECORDING:** Seller acknowledges that the unauthorized recording or transmitting of audio or video may result in the violation of state and/or federal wiretapping laws. Seller agrees to indemnify and hold Agent, Listing Firm/Selling Firm and REIN harmless from and against any and all damage, liability or expense of any kind or nature whatsoever arising from any recording or transmitting in the Property caused by Seller. In addition, Seller acknowledges that showing the Property to prospective purchasers, including showing the property at events open to the public (an "Open House"), may present increased risk of property damage or theft both during the showing or Open House and afterwards and that prospective purchasers may engage in photography and/or videography of the Property. Consequently, Seller is advised to remove any items of a personal nature from the Property in preparation for sale. Seller agrees to hold Agent, Listing Firm/Selling Firm and REIN harmless, nor shall they be liable whatsoever, for any property damage or theft occurring as a result of any showing or Open House or any photography or videography of the Property.

9. **MISCELLANEOUS:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. This Agreement, and the forms submitted in connection with this Agreement, constitutes the entire agreement between the parties and no evidence of any prior or other agreements may vary its terms. Any modifications to this Agreement must be made in writing. To the extent any handwritten or typewritten terms in this Agreement conflict with, or are inconsistent with the printed terms of this Agreement, the handwritten or typewritten terms shall control. The terms and provisions of this Agreement shall survive the execution of any purchase agreement for the sale, exchange or other transfer of the Property, except as otherwise agreed to in such purchase agreement. This Agreement shall be binding upon the undersigned, their heirs, executors, administrators and assigns. Except as provided in paragraph 12 with respect to digital signatures, this Agreement and any documents executed as exhibits, addenda, modifications or amendments may be executed by facsimile or other forms of electronic signature counterparts and each facsimile or other forms of electronic signature counterpart shall be binding as if signed originals.

10. **BROKERAGE AGREEMENT:** The Brokerage Agreement is attached to and shall become part of this Agreement.

11. **OTHER PROVISIONS:**

initial SO

No open house

60 days minimum listing agreement with an option to cancel after 30 days

Seller must provide listing firm 5 days advanced written notice to withdraw the listing from REIN MLS.

- 244 12. **EXPRESS AGREEMENT TO CONDUCT TRANSACTION USING DIGITAL SIGNATURES:** IN ACCORDANCE WITH THE
245 UNIFORM ELECTRONIC TRANSACTIONS ACT (§ 59.1-479 ET SEQ. OF THE CODE OF VIRGINIA), SELLER CHOOSES
246 TO ACCEPT DIGITAL SIGNATURES AS ORIGINALS DURING THE COURSE OF THIS TRANSACTION AND
247 UNDERSTANDS THAT AGREEING TO ACCEPT DIGITAL SIGNATURES FROM THE OTHER PARTY DOES NOT
248 COMMIT SELLER TO USING DIGITAL SIGNATURES EXCLUSIVELY. SELLER ACKNOWLEDGES AGREEMENT TO
249 ACCEPT DIGITAL SIGNATURES UNLESS OTHERWISE AGREED TO IN WRITING.
- 250 13. **NOTICES:** Notices given pursuant to this Agreement shall be in writing and shall be given by any one (1) of the
251 following: (a) hand delivery; (b) United States mail, postage prepaid, provided that the sender retains sufficient
252 proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service prepared
253 by the sender confirming such mailing; (c) electronic means provided that the sender retains sufficient proof of
254 the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by
255 facsimile, or a certificate of service prepared by the sender confirming the electronic delivery; or (d) overnight
256 delivery using a commercial service or the United States Postal Service. Addresses for such notices follow the
257 signatures of the parties below.

258 THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL
259 STATUS, SOURCE OF FUNDS, SEXUAL ORIENTATION, GENDER IDENTITY, MILITARY STATUS, ELDERLINESS,
260 NATIONAL ORIGIN, OR ANY PROTECTED CLASS UNDER FEDERAL, STATE OR LOCAL LAW OF BUYER.

261 SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. THIS IS A LEGALLY BINDING
262 AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.

263 M & M Realty
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By: _____
(Listing Firm)

Erma Moreno

265 By: _____
266 (Listing Agent) (Date)

Sample Only

By: _____
(Seller) (Date)

By: _____
(Seller) (Date)

267 _____
268 Agent REIN ID#

Seller Address

269 _____
270 Agent VA License#

Seller Telephone

271 _____
272 Supervising Broker

Seller Fax#

273 _____
274 Supervising Broker Address

Seller email address

275 _____
276 Supervising Broker Telephone

277 _____
278 Supervising Broker Fax#

279 _____
280 Supervising Broker email address
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283 Firm REIN ID#

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285 Firm VA License#
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