

M & M Realty • Addendum to Listing Agreement

\$300 MLS Limited Listing Fee – covers data input only to REIN MLS - our local MLS (Multiple Listing Service - Real Estate Information Network). reinmls.com
Payment by cash app or through Square. Non- refundable. Initial _____

The listing date will be at least 3 days after the initial payment and submission of all required listing paperwork. Initial _____

This flat fee limited listing is similar to selling your home For Sale By Owner. However, the key difference is that your house will also be listed on the local MLS (REIN Real Estate Information Network), reaching a broader audience. In addition to Zillow and For Sale By Owner websites, your home will be featured on various other real estate websites. Initial _____

Prospective buyers will contact seller directly for inquiries, tour appointments, submitting offers, negotiations, and ratifying offers. Seller will also handle the entire closing process, including managing contract contingencies and all necessary inspections required for the buyer's bank approval. Initial _____

Seller will have the option to select your own real estate lawyer or title company to process the closing title paperwork, or may choose to use the same attorney or title company as the buyer. Initial _____

Seller will decide how much to offer to the buyer's agent, whether it's a specific amount or percentage of the sales price. If the buyer doesn't have an agent, there is no additional cost to seller. Initial _____

Seller may upload up to 40 of their own photos. Initial _____

Seller will have up to 900 characters for public remarks. Our firm will edit them as needed to comply with state and REIN MLS housing regulations. Initial _____

The listing agreement has a minimum term of 60 days, with the option to withdraw at any time with at least 2 days' advance written notice. Initial _____

M & M Realty will allow 3 listing status changes as required by REIN MLS: active to contingent, active to pending, and contingent/pending to sold. Additional listing changes, such as price reductions or price increase, will incur a fee of \$20 each. Initial _____

No listing firm yard sign and no lockbox are included. Initial _____

If at any point during this LIMITED DATA INPUT ONLY listing seller decide they need more assistance, seller may upgrade to the discount listing for \$3,000 or 1.25% of the sale price, whichever is lower, minus the \$300 they've already paid. Initial _____

Print Name _____

Signature _____

Date _____

REAL ESTATE INFORMATION NETWORK, INC.
LIMITED SERVICE EXCLUSIVE RIGHT TO SELL
BROKERAGE AGREEMENT TO STANDARD LISTING AGREEMENT



THIS LIMITED SERVICE EXCLUSIVE RIGHT TO SELL BROKERAGE AGREEMENT ("BROKERAGE AGREEMENT") FORMS AN INTEGRAL PART OF THE STANDARD LISTING AGREEMENT (collectively "Agreement") between _____ ("Seller") and M & M Realty ("Listing Firm") for the sale of _____ ("Property").

1. BROKERAGE:

A. RELATIONSHIP: A brokerage relationship is the contractual relationship between a client and a real estate licensee engaged by such client for the purpose of procuring a seller or buyer ready, able and willing to sell, buy or exchange real estate on behalf of a client. "Agency" means every relationship in which a real estate licensee acts for or represents a person by such person's express authority in a real estate transaction, unless a different legal relationship is intended and is agreed to as part of the brokerage agreement. A brokerage agreement is the written agreement creating a brokerage relationship between a client and a licensee.

1. Listing Firm has been engaged as a limited service agent and not an independent contractor. A limited service agent means a licensee who acts for or represents a client with respect to real property containing from one to four residential dwelling units, pursuant to a brokerage agreement that provides that the limited service agent will not provide one or more of the duties set forth in subdivision A 2 of § 54.1-2131. A limited service agent shall have obligations set out in the brokerage agreement, except that a limited service agent shall provide the client, at the time of entering the brokerage agreement, copies of any and all disclosures required by federal or state law, or local disclosures expressly authorized by state law, and shall disclose to the client, the following in writing: (i) the rights and obligations of the client under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq.); (ii) if the client is selling a condominium, the rights and obligations of the client to deliver to the purchasers, or to receive as purchaser, the condominium resale certificate required by § 55.1-1991; and (iii) if the client is selling a property subject to the Property Owners' Association Act (§ 55.1-1800 et seq.), the rights and obligations of the client to deliver to the purchasers, or to receive as purchaser, the association disclosure packet as required by § 55.1-1809. Listing Firm shall perform the following duties:
 - a. Perform in accordance with the terms of the Agreement.
 - b. 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;
 - c. Exercise ordinary care;
 - d. Account in a timely manner for all money and property received by the Listing Firm in which Seller has or may have an interest;
 - e. Disclose to Seller material facts related to the Property or concerning the transaction of which the licensee has actual knowledge; and
 - f. Comply with all requirements of this article, all applicable fair housing statutes and regulations, and all other applicable statutes and regulations which are not in conflict with this article.
 - g. Listing Firm shall treat all prospective buyers honestly and shall not knowingly give them false information.
 - h. Listing Firm shall disclose to prospective buyers all material adverse facts pertaining to the physical condition of the Property which are actually known by the 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, and (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.

2. Listing Firm WILL NOT provide one or more of the following services to Seller. INITIAL all services that WILL NOT be provided: _____ initial _____

- ☐/ ☐ 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.
- ☐/ ☐ d. Providing reasonable assistance to Seller to satisfy Seller's contract obligations and to facilitate settlement of the purchase contract.

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 the 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 licensee'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 disclosure of dual representation or designated agents or representatives 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.

- i. 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:

☐ _____ % 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.

- ii. 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 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).

- iii. ☒ (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:

\$300.00 non-refundable REIN MLS DATA INPUT LISTING ONLY

_____ initial _____

iv. 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 _____

v. 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 0 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.

By entering into this Brokerage Agreement, the undersigned Seller(s) acknowledge their informed consent to the limited service agency by the Listing Firm and do further acknowledge that neither the buyer nor any other licensee representing the buyer is under any legal obligation to assist the Seller(s) with the performance of any duties and responsibilities of the undersigned not performed by the Listing Firm.

EXECUTED this day _____

M & M Realty
(Listing Firm)

By: _____
(Seller)

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

By: _____
(Seller)

1 **REAL ESTATE INFORMATION NETWORK INC.**
2 **STANDARD LISTING AGREEMENT**



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

- 6 **1. PROPERTY:** Seller (Type or Print) _____
7 Property located in the City/County of _____ Virginia,
8 commonly known as _____ (Street Address), and
9 otherwise known as _____
10 _____ (Legal Description).

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

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

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

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

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

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

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

No listing firm sign will be provided initial _____

(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:**

- 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.

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By: _____
(Seller) (Date)

By: _____
(Seller) (Date)

Seller Address

Seller Telephone

Seller Fax#

757-716-8286

757-687-0702

Mymmrealty@Gmail.com

Firm REIN ID#

Firm VA License#

REAL ESTATE INFORMATION NETWORK INC.
RESIDENTIAL PROPERTY (PT1/DE OR PT2/AT) - Data Input



PROPERTY ADDRESS _____ MLS # _____

AGENT NAME Erma Moreno # _____ INPUT DATE _____

* Denotes a REQUIRED field.

! Denotes field that will auto fill upon input and can not be overridden

AGENT

(6) ! List Office I.D. (20) List Agent Other Ph. # & Description (12) Fax # Office or Agent Number

(6) 2nd List Agent REIN ID # ! 2nd List Agent Name ! 2nd List Agent Phone #

(80) Listing Display Email Address (Leave blank if you want to use your REIN primary email)

(6) *Selling Broker Fee ☐ Y ☒ N *Spec. Comm.

*Lock Box Type
☐ CBAR Lockbox
☐ HUD Key
☐ None
☒ Other Approved Lockbox
☐ REIN Lockbox
☐ VA Key
☐ VPAR Lockbox
☐ Williamsburg

☐ Y ☐ N
Vacant

(100) *Showing Instructions

Agent Remarks (Up to 500 characters)

Seller agree to allow M & M Realty and its agents to create an agent remarks
for marketing purpose that adheres to the state and REIN MLS rules and guidelines

initial _____

LOCATION

(6) (2) Dir Prefix (21) *Street Name *Street Type (2) Dir Suffix (4) Unit Number

(2) *State (3) *Area *County/City *City *Zip Code Zip Code +4

(20) *Property Identification Number (20) *Subdivision Name [go to www.REINMLS.com for list](http://www.REINMLS.com) (3) ! Division (20) Neighborhood Name

(40) *Legal Description

*Senior High School *Middle School *Elementary School

(18) Other Public Schools

*Crash
☐ APZ 1
☐ APZ 2
☐ Clear
☐ None
*Noise
☐ -65
☐ 65-70
☐ 70-75
☐ 75+
☐ N/A

PROPERTY INFORMATION

*Property Sub Type

- ☐ Attached
☐ Detached

(10)
 *List Price

*List Date (MM/DD/YY)

*Expire Date (MM/DD/YY)

*List Type

- ☐ Auction
☐ Bank
☐ Building Package
☐ Building Soon
☐ FSBO Sale
☐ HUD Sale
☐ Independent Contractor EA
☐ Independent Contractor ER
☐ Limited Service EA
☒ Limited Service ER
☐ Standard Agency EA
☐ Standard Agency ER
☐ VA Sale

*Ownership

- ☐ Business Only
☐ Co-Op
☐ Condo
☐ Leasehold
☐ Simple
☐ Timeshare

(8)
 Zoning

(6)
 *Appx. Sq. Ft. of Liv. Area

(2)
 *#Bedrooms

(2)
 *#Full Baths

(2)
 *#Half Baths

(3)
 *#Stories

(2)
 *#Fireplaces

(6)
 Garage Sqft

(4)
 *Appx. Year Built

☐ Y ☐ N
 *New Const.

☐ Y ☐ N
 *Master Model

Model Name

☐ Y ☐ N
 *First Floor Bedroom and First Floor Full Bath

#Bedrooms w/en suite

(35)
 *Owner's Name

(35)
 Owner's Name 2

(12)
 Owner's Phone

(4)
 Appx. Lot Frontage

(4)
 Appx. Lot Depth

(7)
 Appx. # Acres

(20)
 Appx. Lot Dimensions

*Condo Assoc. Legal Name

*Condo Assoc. Mgmt. Co. and Contact Information

*HOA/POA Assoc. Legal Name

*HOA/POA Assoc. Mgmt. Co. and Contact Information

*Type Sewer

- ☐ Call
☐ City/County
☐ None
☐ Other
☐ Septic
☐ Septic on Waiver

*Type Water

- ☐ Call
☐ City/County
☐ None
☐ Other
☐ Private
☐ Well

*Water Heater

- ☐ Electric
☐ Gas
☐ None
☐ Oil
☐ Other
☐ Solar

(2)
 Condo Level

*DISCLOSURES

- ☐ 55+ Community (ACTIV)
☐ Additional Attachment(s) (ADD)
☐ Assisted Living (ASLIV)
☐ Bank Repossessed (REO)
☐ Board Approval (BDAP)
☐ Call LA for other Disclosure / Restrictions (CALL)
☐ Common Interest Community (CIC)
☐ Contract Owner (CON)
☐ Court Approval (COURT)
☐ Deed Restrictions/Covenants (DEDRS)
☐ *Defective Drywall (DRY)
☐ DPOR Disclosure Statement (DPOR)

- ☐ Environmental Restrictions (ENVRs)
☐ ESIGN-NO (NOESN)
☐ Estate (EST)
☐ Excluded Party Call LA (EXCL)
☐ Exempt Disclosure/Disclaimer (EXMPT)
☐ FIRPTA (FIRPTA)
☐ Government Owned (GOVT)
☐ Historical District (HIST)
☐ Lis Pendens (LISPEN)
☐ Meth Lab Discl Req (METH)
☐ None (NONE)
☐ Occupancy Permit (OP)

- ☐ Owner Agent (O/A)
☐ Pending Building or Zoning Violations (ZONE)
☐ Pet on Premises (PET)
☐ Related to Seller (REL)
☐ Relocation (RELO)
☐ Resale Certif Req (RSLC)
☐ 62+ Community (SEN)
☐ Short/Comp Sale (COMP)
☐ Special Tax Rate (TAX)
☐ Special Warranty Deed (SPDED)

FEATURES

OTHER ROOMS As applicable

- ☐ 1st Floor BR
- ☐ 1st Floor PBR
- ☐ Assigned Storage
- ☐ Attic
- ☐ Balcony
- ☐ Breakfast Area
- ☐ Converted Garage
- ☐ Fin Rm Over Garage
- ☐ Foyer
- ☐ Garage Apartment
- ☐ In-Law Suite
- ☐ Library
- ☐ Loft
- ☐ PBR with Bath
- ☐ **None**
- ☐ Office/Study
- ☐ Pantry
- ☐ Porch
- ☐ Porch (Screened)
- ☐ Rec Room
- ☐ Spare Room
- ☐ Sun Room
- ☐ UnfinRm OverGarage
- ☐ Utility Closet
- ☐ Utility Room
- ☐ Workshop

*POOL Up to 2

- ☐ **No Pool**
- ☐ Pool-Above Ground
- ☐ Pool-In Ground
- ☐ **Solar Pool Equipment**

*PARKING Up to 4

- ☐ Garage Att 1 Car
- ☐ Garage Att 2 Car
- ☐ Garage Att 3+ Car
- ☐ Garage Det 1 Car
- ☐ Garage Det 2 Car
- ☐ Garage Det 3+ Car
- ☐ Oversized Gar
- ☐ Parking Garage
- ☐ Unit Garage
- ☐ 1 Space
- ☐ 2 Space
- ☐ 3 Space
- ☐ 4 Space
- ☐ Assigned/Reserved
- ☐ Converted
- ☐ Carport
- ☐ Covered
- ☐ Lot
- ☐ Close to Mass Transit
- ☐ Multi Car
- ☐ **None**
- ☐ Off Street
- ☐ Driveway Spc
- ☐ Street

INT FEATURES As applicable

- ☐ Bar
- ☐ Cathedral Ceiling
- ☐ Cedar Closet
- ☐ Dual Entry Bath (Br & Br)
- ☐ Dual Entry Bath (Br & Hall)
- ☐ Fireplace (decorative/non-functioning)
- ☐ Fireplace (electric)
- ☐ Fireplace (gas-natural)
- ☐ Fireplace (gas-propane)
- ☐ Fireplace (wood)
- ☐ Handicap
- ☐ Primary BR FP
- ☐ Primary Sink-Double
- ☐ Perm Attic Stairs
- ☐ Pull Down Attic Stairs
- ☐ Scuttle Access
- ☐ **Skylights**
- ☐ Walk-In Attic
- ☐ Walk-in Closet
- ☐ Window Treatments
- ☐ Wood Stove

*FENCE Up to 3

- ☐ Backyard Fenced
- ☐ Chain Link
- ☐ Cross Fenced
- ☐ Decorative
- ☐ Dog Run
- ☐ Electric
- ☐ Front Yard Fenced
- ☐ Full
- ☐ **None**
- ☐ **Other**
- ☐ Partial
- ☐ Picket
- ☐ Privacy
- ☐ Rail
- ☐ Split Rail
- ☐ Wall
- ☐ Wire
- ☐ Wood Fence

*HEATING Up to 4

- ☐ Baseboard
- ☐ Coal
- ☐ Electric
- ☐ Floor Furnace
- ☐ Forced Hot Air
- ☐ **Geo-Thermal**
- ☐ Heat Pump
- ☐ Heat Pump W/A
- ☐ Hot Water
- ☐ Natural Gas
- ☐ **None**
- ☐ Oil
- ☐ **Other**
- ☐ **Programmable Thermostat**
- ☐ Propane Gas
- ☐ Radiant
- ☐ Radiant Heated Floors
- ☐ Radiator
- ☐ **Solar**
- ☐ Space
- ☐ Variable Speed
- ☐ Wall Furnace
- ☐ Wood
- ☐ **Zoned**

*APPLIANCES As applicable

- ☐ 220 Volt Electric
- ☐ Dishwasher
- ☐ Disposal
- ☐ Dryer
- ☐ Dryer Hookup
- ☐ **Energy StarAppliance(s)**
- ☐ Microwave
- ☐ **None**
- ☐ Range
- ☐ Range-Gas
- ☐ Range-Elec
- ☐ Refrigerator
- ☐ Trash Compactor
- ☐ Washer
- ☐ Washer Hookup

*WATERFRONT

- ☐ Bay
- ☐ Boathouse
- ☐ Boat Lift
- ☐ Bulkhead
- ☐ Canal
- ☐ Creek
- ☐ Deep Water
- ☐ Deep Water Access
- ☐ Dock
- ☐ Lake
- ☐ Marsh
- ☐ Navigable
- ☐ **Not Waterfront**
- ☐ Ocean
- ☐ Pond
- ☐ Riparian Rights
- ☐ River
- ☐ Stream
- ☐ Tidal
- ☐ WF Restrictions

*COOLING Up to 3

- ☐ 16+ SEER AC
- ☐ Central Air
- ☐ **Geo-Thermal**
- ☐ Heat Pump
- ☐ Heat Pump W/A
- ☐ **None**
- ☐ **Other**
- ☐ Variable Speed
- ☐ Whole House Fan
- ☐ Window/Wall
- ☐ **Zoned**

EXT FEATURES As applicable

- ☐ Barn
- ☐ Corner
- ☐ Cul-de-sac
- ☐ Deck
- ☐ Gazebo
- ☐ Golf Course Lot
- ☐ Greenhouse
- ☐ Guest/Carriage House
- ☐ Horses Allowed
- ☐ Inground Sprinkler
- ☐ Irrigation Control
- ☐ Patio
- ☐ Poolhouse
- ☐ Pump
- ☐ **Rain WaterHarvesting**
- ☐ Stable
- ☐ Storage Shed
- ☐ Tagged Items
- ☐ Tennis Court
- ☐ Well
- ☐ **Wind Power**
- ☐ Wooded

VIEW DESCRIPTION Up to 2

- ☐ Bay
- ☐ Beach
- ☐ City
- ☐ Golf
- ☐ Harbor
- ☐ Marsh
- ☐ Ocean
- ☐ River
- ☐ Water
- ☐ Wooded

ENERGY EFFICIENCY As applicable

- ☐ **Insulation-Concrete Formed**
- ☐ **Insulation- Cellulose**
- ☐ **Insulation- Spray Foam**
- ☐ **Other / See Remarks**
- ☐ **Radiant Barrier**
- ☐ **Smart Electric Meter**
- ☐ **Solar Electric System**
- ☐ **Solar Hot Water**
- ☐ **Storm Doors**
- ☐ **Water Heater- Tankless**

CONDO/POA AMENITIES As applicable

- ☐ Boat Slip
- ☐ Cable
- ☐ Coin Operated
- ☐ Clubhouse
- ☐ Dock
- ☐ Elevator
- ☐ Exercise Room
- ☐ Gated Community
- ☐ Golf
- ☐ Ground Maint
- ☐ **Other**
- ☐ Playgrounds
- ☐ Pool
- ☐ Private Beach
- ☐ RV Storage
- ☐ Security
- ☐ Sewer
- ☐ Tennis Courts
- ☐ Trash Pickup
- ☐ Water

EQUIPMENT As applicable

- ☐ Attic Fan
- ☐ Backup Generator
- ☐ Cable Hookup
- ☐ Ceiling Fan
- ☐ Central Vacuum
- ☐ **Electric Vehicle Charging Station**
- ☐ **Energy Recovery Ventilator**
- ☐ **Enhanced Air Filtration**
- ☐ Garage Door Opener
- ☐ Generator Hookup
- ☐ **Greywater Recovery System**
- ☐ Hot Tub
- ☐ Intercom
- ☐ Jetted Tub
- ☐ Mechanical Fresh Air
- ☐ **None**
- ☐ Security System
- ☐ Satellite Dish
- ☐ Sump Pump
- ☐ Tagged Fixtures to be Removed
- ☐ Water Softener

*EXTERIOR Up to 2

- ☐ Aluminum
- ☐ Asbestos
- ☐ Brick
- ☐ Clapboard
- ☐ EIFS
- ☐ Fiber-Cement
- ☐ Log
- ☐ Masonry
- ☐ **Other**
- ☐ Shingle
- ☐ Stone
- ☐ Stucco
- ☐ Vinyl
- ☐ Wood

FEATURES CONT.

*ROOF

Up to 2

- ☐ Asphalt Shingle
- ☐ Composite
- ☐ Concrete
- ☐ Green
- ☐ Metal
- ☐ Other
- ☐ Poly Skin
- ☐ Reflective
- ☐ Slate
- ☐ Tar and Gravel
- ☐ Tile
- ☐ Vinyl
- ☐ Wood Shingle

*FLOORING

Up to 5

- ☐ Bamboo
- ☐ Carpet
- ☐ Ceramic
- ☐ Concrete
- ☐ Cork
- ☐ Laminate/LVP
- ☐ Marble
- ☐ Other
- ☐ Parquet
- ☐ Slate
- ☐ Terrazzo
- ☐ Vinyl
- ☐ Wood

*STYLE

Up to 3

- ☐ 2 Unit Condo
- ☐ Apartment
- ☐ Bungalow
- ☐ Cape Cod
- ☐ Cluster
- ☐ Colonial
- ☐ Contemporary
- ☐ Cottage
- ☐ Craftsman
- ☐ Farmhouse
- ☐ High Rise (8+)
- ☐ Mid Rise (4-7)
- ☐ Lo Rise (1-3)
- ☐ Log Home
- ☐ Manufactured
- ☐ Mobile Home
- ☐ Modular
- ☐ Other
- ☐ Quadraville
- ☐ Ranch
- ☐ Spanish
- ☐ Split-Level
- ☐ Townhouse
- ☐ Traditional
- ☐ Transitional
- ☐ Tri-Level
- ☐ Twinhome
- ☐ Victorian

UNIT DESCRIPTION

Up to 3

- ☐ 1 Living Level
- ☐ 2 Living Levels
- ☐ 3 Living Levels
- ☐ Campsite
- ☐ Corner Unit
- ☐ Detached Single Family
- ☐ End Unit
- ☐ Loft
- ☐ Penthouse
- ☐ Studio

MISCELLANEOUS

As applicable

- ☐ Fixer upper
- ☐ Fuel in Tank at Closing
- ☐ Conveys
- ☐ Pet Restrictions
- ☐ Rehabilitated
- ☐ Warranty Plan

SUSTAINABLE

As applicable

- ☐ Advanced Framing
- ☐ Concrete Construction
- ☐ Engineered Wood Products
- ☐ Recirculation Hot Water

*FOUNDATION

Up to 2

- ☐ Basement
- ☐ Crawl
- ☐ Other
- ☐ Pile
- ☐ Sealed/Encapsulated
- ☐ Crawl Space
- ☐ Slab

GREEN CERTIFICATIONS

As applicable

- ☐ Builders Challenge (DOE)
- ☐ Earth Craft
- ☐ Energy Audit
- ☐ Energy Star Home
- ☐ Environments for Living
- ☐ Healthy Home (Lung Assoc)
- ☐ Home Energy Rating (HER)
- ☐ LEED for Home
- ☐ National Green Bldg Cert.
- ☐ Other Certification

ACCESSIBILITY

As applicable

- ☐ Adaptable Cabinets
- ☐ Casement/Crank Windows
- ☐ Curbless Shower
- ☐ Elevator
- ☐ Front-mounted Range Controls
- ☐ Grab Bars
- ☐ Hallways 42in Plus
- ☐ Handicap Access
- ☐ Handheld Showerhead
- ☐ Level Flooring
- ☐ Levered Doors
- ☐ Lift
- ☐ Low Pile Carpet
- ☐ Lower Counters
- ☐ Lower Light Switches
- ☐ Main Floor Laundry
- ☐ Offset Shower Controls
- ☐ Pocket Doors
- ☐ Ramp
- ☐ Sliding / Rotating Cabinets
- ☐ Stepless Entrance

ROOMS / UNITS

<input type="text"/> (2)	<input type="text"/> (7)	<input type="text"/> (1)	<input type="text"/> (7)	<input type="text"/> (1)	<input type="text"/> (7)	<input type="text"/> (1)
*#Rooms	Appx. Living Rm. Dimen.	Level	Appx. Great Rm. Dimen.	Level	Appx. Dining Rm. Dimen.	Level
<input type="text"/> (1)	<input type="text"/> (7)	<input type="text"/> (1)	<input type="text"/> (7)	<input type="text"/> (1)	<input type="text"/> (7)	<input type="text"/> (1)
Util. Level	Appx. Kitchen Dimen.	Level	Appx. Family Rm. Dimen.	Level	Appx. Primary Bdm Dimen.	Level
	<input type="text"/>	<input type="text"/> (1)	<input type="text"/>	<input type="text"/> (1)		
	Appx. Bedroom Dimen.	Level	Appx. Full Bath Dimen.	Level		

MARKETING

Public Remarks (Up to 1000 characters)

Seller will have up to 900 characters for public remarks. Our firm will edit them as needed to comply with state and REIN MLS housing regulations. Initial _____

(60)

Directions

*Photo Code

- ☐ Exterior Plus Extra Photos (Photographer Fees Apply)
- ☐ Take Exterior Photo Only (REIN Fee Applies)
- ☐ Land, Commercial Listing - No Photo Required
- ☒ Listing Agent/Office Uploads Own Photo(s)

Web Exclude

Up to 3

- ☐ Exclude Address
- ☐ Exclude AVM
- ☐ Exclude Blogging
- ☐ Exclude Listing

Virtual Tour Branded

Virtual Tour Non Branded

Virtual Tour 3D Non Branded

Aerial Drone Video Non Branded

FINANCIAL

*SELLER FINANCE OPTIONS Up to 4

- ☐ Assumption
- ☐ Buy Option
- ☐ Lease/Purchase
- ☐ Neg Seller Contribution
- ☒ Non-Qualifying
- ☐ None
- ☐ Owner Financing
- ☐ Owner Second
- ☐ Trade
- ☐ VHDA

*REQUIRED FOR CONDO

*AGENCY APPROVED

- ☐ All
- ☐ Fannie Mae
- ☐ FHA
- ☐ Freddie Mac
- ☐ None
- ☐ Other
- ☐ VA

(6)
Seller Contributions

(8)
Appx. Mortgage Balance

(5)
Appx. Mortgage Pmt.

(2)
Payment Incl. (T=Tax, I=Ins)

(6)
Interest Rate

(6)
Loan Type

(2)
Years Remaining

(8)
Minimum Cash on Assumpt.

(5)
*Appx. Taxes

☐ Y ☐ N
*HOA/POA

(4)
*Mo. HOA/POA Fees

(4)
*Mo. Condo Fees

☐ Y ☐ N
Release of Liab.

☐ Y ☐ N
Sub. of Elig.

(30)
*Possession

AUCTION

All Fields Required for Auction Type Listings

(35)
Auction Website

Auction Date (MM/DD/YY)

Auction Bid Type
☐ Live
☐ Online

☐ Y ☐ N
Auction Early Offers

Auction Type
☐ Absolute Bid
☐ Disclosure Reserve Bid
☐ Reserve Bid
☐ Seller Confirmation

Auction List Price Value
☐ Assessed Value
☐ Minimum Opening Bid
☐ Other
☐ Value Range

Action Req. to Rep Bidder
☐ Attend-Onsite
☐ Call Auctioneer
☐ Complete Broker Reg Form
☐ Deposit
☐ Other-See Remarks
☐ Register Online
☐ Review bid package

(10)
Auction Buyer Premium

Auction Explanation Type

Firm M & M Realty

Signature of Seller _____

By Agent _____

Erma Moreno

Signature of Seller _____

Distribution: Copies to all concerned parties as deemed appropriate.

**REAL ESTATE INFORMATION NETWORK INC.
CONSUMER DISCLOSURE INFORMATION FORM**



THE FOLLOWING DISCLOSURE INFORMATION IS PROVIDED TO BOTH PROSPECTIVE BUYER AND SELLER. ANY OF THE FOLLOWING DISCLOSURES MAY IMPACT THE BUYER'S USE AND/OR ENJOYMENT OF A PROPERTY. THE SELLER, REAL ESTATE INFORMATION NETWORK INC. ("REIN"), THE LISTING FIRM, THE SELLING FIRM, OR ANY OF THEIR EMPLOYEES OR AGENTS SHALL NOT BE LIABLE FOR BUYER'S FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A PURCHASE AGREEMENT.

CONSUMER RESPONSIBILITY AND LIMITATIONS OF EXPERTISE: Each party to a real estate transaction is advised to read carefully all documents to be sure that the terms accurately express the understanding of the parties as to their intentions and the agreements they have reached. If legal or tax advice is desired, each party is advised to consult an attorney or a financial professional.

There may be other relevant information concerning the transaction which may be obtained from other sources or appropriate governmental agencies or authorities. If you have questions after reading the Consumer Disclosure Information, you should seek further information from governmental agencies and authorities, consumer, legal counsel or other professionals.

Properties available through REIN are offered without respect to race, color, religion, sex, handicap, familial status, source of funds, sexual orientation, gender identity, military status, elderliness, national origin or any protected class under federal, state or local law. Contact the Virginia Fair Housing Office for more information.

The following disclosure information is provided to both prospective buyer and seller.

1. AGENCY INTEREST DISCLOSURE: If a licensee knows or should have known that such licensee or member of such licensee's firm or any entity in which such licensee has an ownership interest is acquiring or attempting to acquire or is selling or leasing real property through purchase, sale, or lease and the licensee is a party to the transaction, the licensee must disclose in writing that such licensee is a licensee and that such licensee, any member of licensee's family, licensee's firm, any member of such licensee's firm or any entity in which such licensee has an ownership interest has or will have an ownership interest to the other parties of the transaction. This disclosure shall be made to the purchaser or seller upon having substantive discussions about specific real property.

2. AUDIO AND VIDEO RECORDING: A Seller should be advised that the unauthorized recording or transmitting of audio or video may result in the violation of state and/or federal wiretapping laws. A Buyer should be prudent in discussing a property being shown if surveillance equipment is present, including discussing pricing and other private matters. A Seller is advised that showing the Seller's 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 Buyers may engage in photography and/or videography of the property. A Seller is advised to remove any items of a personal nature from the property in preparation for sale.

3. COMMUNITY ASSOCIATIONS:

A. PROPERTY OWNERS' ASSOCIATION ACT; CONDOMINIUM ACT; RULEMAKING AUTHORITY: Except to the extent that the declaration provides otherwise, the board of directors may establish reasonable rules that restrict smoking in the development, including rules that prohibit smoking in the common areas. For developments that include attached private dwelling units, such rules may prohibit smoking within such dwelling units. Rules adopted pursuant to this section may be enforced in accordance with § 55.1-1819.

B. CONDOMINIUM RESALE / CO-OP DISCLOSURE: (i) Some properties are established as condominium units, subject to the Virginia Condominium Act (the "Condo Act"). The Condo Act requires a seller or seller's agent to furnish the unit owners' association bylaws, as amended, and certain financial and other disclosures to the buyer or buyer's agent. (ii) The Virginia Real Estate Cooperative Act (the "Co-op Act") requires that a seller of the cooperative interest subject to the provisions of the Co-op Act or such seller's agent provide to the buyer or buyer's agent certain information more particularly described in the Co-op Act. If a property is located within either a condominium or a cooperative, the condominium association or cooperative board, as the case may be, is required to provide to buyer or buyer's agent the required disclosure packet in accordance with the Condo Act or the Co-op Act, as the case may be, or advise that such disclosure package will not be available. The Condo Act and the Co-op Act each provide that the Seller may be required to pay a fee to obtain the required disclosure package.

C. PROPERTY OWNERS' ASSOCIATIONS (POA): Some properties are subject to a property owners' association or a homeowners' association some of which have mandatory fees, and are subject to the Virginia Property Owners' Association Act (the "Association Act"). If a property is located within such a development, the Association Act requires the development's property owners' association to provide seller or seller's agent with the required association disclosure packet in accordance with the Association Act which is to be provided to buyer. The Association Act provides that a seller may be required to pay a fee to obtain the required disclosure package.

- 4. DISPUTE RESOLUTION:** The Purchase Agreement contains a provision which requires all parties to mediate any and all disputes arising out of or in any way connected with the Purchase Agreement which cannot be resolved among the parties. Mediation is designed as an alternative means of resolving disputes to litigation. The mediation process required pursuant to the terms of the Purchase Agreement offers seller, buyer, brokers and other parties in the real estate transaction an efficient, affordable method of resolving disputes without reverting to traditional litigation. If the parties cannot agree through the mediation process, traditional litigation may be pursued after the mediation process has been exhausted. The mediation process involves an impartial mediator(s) working with the parties at issue and is a non-adversarial process that focuses on the mutual goals of the disputing parties and actively involves them in the process of resolving their differences.
- 5. ENVIRONMENTAL DISCLOSURE:** The use and development opportunities may be limited and health risks may be associated with certain properties if those properties, in their past or present condition, are or were covered by the Chesapeake Bay Preservation Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Virginia Water Control Act, or any other federal, state or local law, regulation or ordinance concerning health, safety or the environment, including but not limited to those laws, regulations and ordinances concerned with (1) radon gas; (2) asbestos; (3) underground storage tanks; (4) aboveground storage tanks; (5) urea formaldehyde; (6) lead-based paint; and (7) electromagnetic fields; (8) landfills / dump sites. Information is available at the Department of Environmental Quality at www.deq.virginia.gov.
- A. INDOOR MOLD:** United States Environmental Protection Agency advised that certain types of indoor mold may have the potential to cause adverse health effects or symptoms. While there are no current federal or state laws or regulations establishing residential standards for molds or requiring that inspections for mold be conducted, a buyer may want to take steps to evaluate the presence of mold in a resident dwelling prior to purchase. **Mold inspections typically are separate from Wood Destroying Insect Infestation inspections.**
- B. LEAD WARNING STATEMENT:** Every buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.
- C. WOOD PRESERVATIVES:** The United States Environmental Protection Agency advises that certain wood preservatives used on decks and/or other exterior wood structures may have the potential to cause adverse health effects or symptoms. A buyer may want to take steps to evaluate the presence of materials which might contain wood preservatives prior to purchase.
- 6. EXTERIOR INSULATION AND FINISH SYSTEM (EIFS):** Buyer may request an inspection and moisture test of the EIFS (Exterior Insulation and Finish System or synthetic stucco), if applicable, at buyer's cost by an inspector, provided, however, in the event the property is a condominium unit, the right to inspect may be limited by rights of other unit owners or condominium association.
- 7. FINANCING AND INSURANCE:**
- A. FINANCING AND INSURANCE:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the option to select the mortgage lender of their choice, unless otherwise specified in the purchase agreement. Lender will require buyer to buy a hazard insurance policy from the insurance company of buyer's choice, subject to lender's approval prior to settlement. A buyer is advised to investigate the availability and price of hazard insurance prior to, or as part of, Buyer's considerations in making an offer to purchase property. Additional information may be obtained at <http://scc.virginia.gov/boi/cons/index.aspx>.
- B. FLOOD HAZARD AREAS & FLOOD INSURANCE:** Individuals and business owners can protect themselves from flood losses by purchasing flood insurance from most insurance companies, the premiums of which are regulated through FEMA's National Flood Insurance Program (NFIP). The owner(s) makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing of any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in

accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.

- C. HOME WARRANTY INSURANCE:** There are several home buyer warranty programs available at a variety of prices, levels of coverage and deductible amounts. These warranties may be purchased upon settlement, by either seller or buyer, and generally provide coverage of such items as appliances, heating, cooling, plumbing and electrical systems. Broker or agent may earn a processing fee for origination of such warranty plans, based upon plan selected.
- D. LENDER'S / OWNER'S TITLE INSURANCE:** Buyer is required to purchase lender's title insurance on newly financed property as a condition to obtain the loan. This policy is designed to protect the lender against applicable losses in the event the title to the property is found to be defective. Buyer will be required to purchase a lender's title insurance policy if the Buyer is obtaining a loan secured by the Property. Buyer may, at Buyer's expense, purchase an owner's title insurance policy which insures Buyer's title to the Property, subject to the terms of such policy. The coverage afforded by such title insurance would be governed by the terms of the policy and any exceptions to the policy, and the premium for obtaining such title insurance coverage will be determined by its coverage and the title insurer. Buyer may purchase either "standard" or "enhanced" coverage which coverages have differing rates. Buyer will need to authorize the Buyer's lender to obtain such rates in the purchase agreement. The availability of enhanced coverage is subject to underwriting criteria of the title insurer. Buyer is not obligated to obtain owner's title insurance coverage. Buyer should consult Buyer's attorney with respect to obtaining owner's title insurance. A owner's title insurance policy will also provide coverage for unreleased or unsatisfied liens recorded in the land records for prior deeds of trust, judgments, solar panel financing liens, and similar matters which are discovered subsequent to Buyer's acquisition, provided Buyer did not have knowledge of such matters at the time of closing.

8. LAND USE:

- A. AIRCRAFT NOISE / ACCIDENT ZONES AND NOISE CONTOUR DISTRICT DISCLOSURE:** All properties are affected by aircraft noise to some degree; however, some properties are located in specific noise zones, and/or accident potential zones, as such zones may be designated by the federal government or municipalities within which the property may be located. The livability and/or enjoyment of a property may be impacted if property is located adjacent to an airport or in or near an aircraft noise zone, noise contour district and/or accident potential zone. Aircraft noise zones, noise contour districts and/or accident potential zones are subject to change from time to time. New residential construction, and modifications to nonconforming residences, may be required to conform with standards promulgated by the municipality in which the buyer intends to locate because of elevated noise levels.
- B. MUNICIPAL REGULATIONS CONCERNS:** Municipal regulations, including the zoning ordinance and subdivision ordinance also will impact Buyer's use and enjoyment of the property. Prior to execution of a purchase agreement, buyer may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, libraries and other facilities. Buyer may consult an attorney to determine the impact of any recorded documents or applicable municipality ordinances on the use and enjoyment of the property.
- C. OCCUPANCY PERMITS:** Several municipalities have implemented occupancy permit programs which may require compliance with the program upon sale and/or rental of property. An occupancy permit program may require the owner of real property subject to such programs to make certain repairs upon sale and/or rental of property. Each municipality will be able to advise you as to whether the property you are interested in is subject to an occupancy permit program and the conditions and requirements of the program.
- D. BUILDING PERMITS:** Certain improvements or repairs to buildings on properties require permits from the jurisdiction in which the property is located. Permits are required for some additions, modifications, and remodeling including building construction, electrical, plumbing, mechanical installations and maintenance. The purpose of a permit is to ensure compliance with the State Building Code. Virginia cities, towns and counties enforce the Uniform Statewide Building Code. A buyer should undertake such due diligence as buyer deems appropriate to ensure that permits have been secured and inspections performed.
- E. RESTRICTIVE COVENANTS:** The use and enjoyment of the property may be impacted by restrictions, declarations, easements and other documents recorded in the land records of the jurisdiction in which the property is located.

- F. TRANSPORTATION / ROADWAYS:** The Hampton Roads Transportation Authority, the Virginia Department of Transportation and other federal, state and local governmental bodies are planning new roads and/or relocating existing roads within Hampton Roads, as well as considering other forms of public transportation, such as light rail, rapid transit or increased passenger rail service. Changes to transportation right of ways may temporarily or permanently affect the use and enjoyment of a property and in some instances, subject property to the exercise of the right of eminent domain. Please visit <http://www.virginiadot.org/projects/default.asp> for future transportation plans in Virginia.
- G. PARKING PERMITS:** Several municipalities have adopted residential parking programs which restrict on-street parking for certain neighborhoods or zones. Purchaser is advised to check with the municipality to determine if there are applicable parking restrictions.
- H. CONSERVATION:** The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
- I. COMMUNITY DEVELOPMENT:** The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (15.2-5152 et seq.) of Chapter 51 of Title 15.2 and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court of the locality in which the community development authority district is located for each tax parcel included in the district pursuant to 15.2-5157, but in any event prior to settlement pursuant to such contract.
- J. ROLL BACK TAXES:** If the property being purchased has not been improved or is used for agricultural or horticultural purposes with residential purposes, a Buyer should inquire of the local taxing authority (i) if the property is taxed based on a land use category (rather than a fair market basis), (ii) the amount of roll back taxes which may become due and when such taxes are due, and (iii) whether action must be taken such that the property remains in land use. Land use categories may include agricultural, horticultural, forest and open space. If a property is taxed in a land use category, rezoning of the property or other development of the property may result in roll back taxes being assessed against such property. Such roll back taxes may be assessed subsequent to closing for multiple years and would be the responsibility of the Buyer.
- 9. LEASES / MANAGEMENT AGREEMENT:** Buyer considering the purchase of properties with existing tenants is advised to inquire about the existence and terms of any current property management agreement, leases and security deposits.
- 10. MECHANICS LIENS:** Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) ninety (90) days from the last day of the month in which the lienor last performed work or furnished materials or (ii) ninety (90) days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.
- 11. MEGAN'S LAW DISCLOSURE:** Buyer should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2 whether the owner proceeds under subdivision 1 or 2 of subsection A of § 55.1-703. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <https://www.vspso.com/>.
- 12. POWERS OF ATTORNEY:** In the event either Buyer or Seller intend to close using one or more powers of attorney, Buyer or Seller, as the case may be, should have the form(s) of the power of attorney reviewed and approved in advance preferably prior to execution by the other parties to the transaction, including Buyer's lender, Buyer's title insurance company, and Buyer's settlement agent, as there are requirements that vary depending on the lender, loan type, title insurer, and clerk's office. The original power of attorney may be required for recordation. The principal (the one giving the power) may have to confirm that he or she is alive and well at the time of the closing and that the power of attorney has not been revoked.

- 13. POLYBUTYLENE PIPES:** A buyer may want to determine whether or not polybutylene pipes exist in the property. Polybutylene plumbing has been used in residences as an alternative to copper plumbing and has been known to fail, resulting in leaks. You are advised to investigate to determine whether or not polybutylene pipes exist in the property in which you are interested. Reviewing the following website for more information is recommended: www.polybutylene.com.
- 14. PROPERTY INSPECTION:** Buyer may request an inspection(s) of the property at buyer's cost to determine the condition of the property. The cost and thoroughness of the inspections vary, and buyer is advised of their option of retaining an inspector of their choice. Buyer should take steps to make sure that the party(ies) engaged to conduct such inspections have liability insurance and workmen's compensation insurance to provide protection in case of damage or injury incurred as part of such inspections.
- 15. SCHOOL REDISTRICTING:** All properties may be subject to school redistricting. A Buyer should contact the local school board to ascertain which school districts are assigned to a property in question.
- 16. SEPTIC TANK / ONSITE SEWAGE SYSTEM:** Residences with septic tanks / onsite sewage systems 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. Replacement / repair, to include pressure dosing, may be required before an operating permit may be reinstated. Buyer is advised to contact the appropriate jurisdiction to ascertain information regarding septic tanks / onsite sewage systems on a given property and may want to have a separate physical inspection conducted. Contact the Virginia Dept. of Health at www.vdh.virginia.gov/
- 17. SETTLEMENT SERVICE PROVIDER/SETTLEMENT FUNDS:** Section 55.1-1000 et seq of the Code of Virginia provides that the Buyer has the right to select the settlement agent to close this transaction. This right may not be varied by agreement. The settlement agent may only offer legal advice if licensed to the private practice of law in the Commonwealth of Virginia. The Buyer is entitled to receive from the settlement agent a copy of the guidelines to settlement agents published by the Virginia State Bar for settlement and escrow services. A settlement agent may require that a buyer's funds required to close a transaction be received by wire transfer.
- 18. SMOKE DETECTION:** Buyer should be aware that many municipalities require, and prudent and safe practice dictates, that operative smoke detection is available in the property. Buyer should investigate to ensure that smoke detection is available in the property, if required by law, and is operative prior to occupancy.
- 19. SQUARE FOOTAGE / ACREAGE AND OTHER PROPERTY MEASUREMENTS:** Buyer is advised that any statement concerning square footage of residences, acreage and/or other property measurements are approximate and are subject to variation based on the method of measurement. Buyer is advised to independently confirm any statements concerning square footage, acreage and/or property measurements prior to signing a purchase agreement. Appraisers may require the area to be finished with a minimum of seven (7) foot ceilings and have a permanently installed heating source to be included in the square footage for appraisal purposes.
- 20. SURVEY DISCLOSURE:** The Purchase Agreement provides that Buyer may elect to waive a physical survey of the boundary of the property being acquired and improvements made to the property to include structures, fences, etc. which may affect the insurability of your Property and will likely result in an exception to coverage in the owner's title insurance policy. The Selling Firm, Listing Firm or Seller make no representation or warranty as to when and if a physical survey would be appropriate and the status of actual boundaries of the property, the location of easements affecting the property, encroachments, compliance with setback requirements access to public highways and any other matters that would affect conveyance of title to Buyer. Buyer is advised to obtain a survey to confirm the matters noted above.
- 21. THIRD PARTY CONTRACT APPROVAL:** Sales of some properties are contingent on approval of third parties such as lien holders, courts, bankruptcy trustees, relocation services, or cooperative boards. Such third parties may require some terms of the purchase agreement to be changed. Neither buyer nor seller is obligated to accept any of the third party's proposed modifications, but in such a case the third party may have the power to stop the sale. These third parties make their own decisions and are not controlled by seller or any real estate agent or firm. Real estate agents are not liable for a third party's rejection of a sales contract's terms or failure to make a decision in a timely manner.

Such sales may take longer to close than normal sales, and buyer may be required to order and pay for inspections and an appraisal before approval of the third party is obtained. In such a case there is a risk that the sale may be cancelled after the buyer pays for these items. Such third-party contingencies should be clearly stated in the sales contract.

22. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT: The Virginia Residential Property Disclosure Act places obligations on seller and affords rights to buyer with regard to certain existing residential dwellings being sold. Whenever the property is to be sold or leased with an option to buy, the Act requires the owner of certain residential real property to furnish to buyer a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT provided by the Virginia Real Estate Board. Certain transfers of residential property are excluded from this requirement.

A. MILITARY AIR INSTALLATIONS: Section 55.1-704 of the Code of Virginia provides that the owner of residential real property located in any locality in which a military air installation is located shall disclose to the purchaser whether the subject parcel is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map by the locality in which the property is located on a form provided by the Real Estate Board. Such disclosure shall state the specific noise zone or accident potential zone, or both, in which the property is located according to the official zoning map.

B. PENDING BUILDING OR ZONING VIOLATIONS: Section 55.1-706 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that the property has any pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the property provide written disclosure to a prospective purchaser.

C. LIS PENDENS: If the owner of a residential dwelling unit has actual knowledge of a lis pendens filed against such dwelling unit pursuant to Section 8.01-268, such owner shall provide to a prospective buyer a written disclosure that so states. Such disclosure shall be provided to the buyer on a form provided by the Real Estate Board on its website.

D. PERMISSIVE DISCLOSURE; TOURISM ACTIVITY ZONE: Section 55.1-707 provides that an owner of residential property located partially or wholly within a designated tourism activity zone established pursuant to Section 15.2-982 may disclose in writing to any prospective purchaser or lessee of the property that the subject property is located within a tourism activity zone, with a description of potential impacts associated with the parcel's location in a tourism activity zone, including impacts caused by special events, parades, temporary street closures, and indoor and outdoor entertainment activities.

E. PROPERTY PREVIOUSLY USED TO MANUFACTURE METHAMPHETAMINE: Section 55.1-708 of the Code of Virginia requires that a Seller of residential real property who has actual knowledge that a Property (1) was previously used to manufacture methamphetamine and (2) has not been cleaned up in accordance with state guidelines provide a written disclosure to Buyer. 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. Visit <http://www.vdh.virginia.gov> for a copy of the guidelines and additional information.

F. STORMWATER MANAGEMENT FACILITIES: Section 55.1-708.1 of the Code of Virginia provides that an owner of residential real property who has actual knowledge of a privately owned stormwater management facility located on such property disclose to the purchaser the long-term maintenance and inspection requirements for the facility. Such disclosure shall be provided to the purchaser in accordance with this chapter and on a form provided by the Real Estate Board on its website.

G. REPETITIVE RISK LOSS: Section 55.1-708.2 of the Code of Virginia requires disclosures pertaining to repetitive risk loss. The owner of residential real property located in the Commonwealth who has actual knowledge that the dwelling unit is a repetitive risk loss structure shall disclose such fact to the purchaser. For purposes of this section, "repetitive risk loss" means that two or more claims of more than \$1,000 were paid by the National Flood Insurance Program within any rolling 10-year period, since 1978. Such disclosure shall be provided to the purchaser on a form provided by the Real Estate Board on its website.

23. WATER CONSERVATION ORDINANCE / RESTRICTIONS: (a) Some municipalities may have ordinances which (i) prohibit connection to the existing public water system as part of restrictions on growth, (ii) restrict use of water for certain purposes or (iii) require an owner to connect to the public water system upon the occurrence of certain events. Buyer should investigate to ascertain if the property is in a municipality with water requirements or restrictions. (b) Buyer may also wish to investigate the quality of water supplied by the municipality in which buyer intends to locate. Information related to water quality may be obtained by contacting the municipality directly.

24. WATER FRONTAGE AND RIGHTS: Buyer should be advised that there are various issues which arise when acquiring real property that is adjacent to, or includes portions of, lakes, rivers and oceans. While a property may be adjacent to such bodies of water, access to such bodies of water may be limited by applicable laws and ordinances, in addition to property rights of others. Additionally, constructions of piers, docks, bulkheads, landscaping and any other home improvements may be regulated by state, local and federal laws and regulations. A buyer should consult with an attorney to understand and evaluate various rights with respect to lakes, rivers and the ocean abutting or part of the property being acquired.

25. WOOD DESTROYING INSECT INFESTATION (WDII) / MOISTURE INSPECTION: Many purchase agreements and lenders require inspections from licensed pest control operators to determine whether the Property's principal dwelling and garage are free of visible evidence of wood destroying insect infestation with no visible unrepaired damage from said infestation and whether readily accessible areas of the foundation and understructure, including crawl space, doors, sills plates, joists, subflooring and substructure support timbers are free of standing water, visible moisture damage and wood destroying fungi. In some instances the inspectors' view of subfloor members may be obstructed from view (example; insulation, encapsulation, etc.). In these cases it is difficult to determine evidence of past or present wood destroying insect activity. If a Wood Destroying Insect Infestation Inspection Report was provided please refer to it for a list of obstructed and inaccessible areas.

WIRE TRANSFER: All parties to a wire transfer transaction are advised to adhere strictly to instructions from the settlement agent with respect to security precautions related to such wired funds as cybercriminals become more creative in fraudulent efforts to misappropriate such wired funds. In no event shall Selling Firm or Listing Firm be responsible for or liable for any settlement funds being sent to illegitimate or fraudulent parties and Buyer and Seller each release, waive, discharge and forever hold Listing Firm and Selling Firm, individually and collectively, harmless from and against claims, damages, losses and suits arising from or in any way connected with the transfer, whether by federal wire transfer, ACH, or any other manner, of funds pursuant to the terms and provisions of the Purchase Agreement.

M & M Realty
(Firm)

By: _____
(Signature of Licensee) (Date)

(Seller Signature) (Date)

(Seller Name) (Print)

Erma Moreno

(Seller Signature) (Date)

(Seller Name) (Print)

REAL ESTATE TRANSFER DISCLOSURE FOR PROPERTIES LOCATED IN A LOCALITY IN WHICH A MILITARY AIR INSTALLATION IS LOCATED

1. As of the date of this Disclosure, the undersigned property owner(s) represent that the real property described below is located in a Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map designated by the locality in which the property is located.

_____ No (Please sign below) _____ Yes (Please complete the information below)

2. The following are representations made by the property owner(s), as required by Section 55.1-704 of the Code of Virginia:

A. As of the date of this Disclosure the real property located at (Street Address, Locality and Zip Code) _____,
Virginia is located within the following Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map of (Name of Locality) _____:

Noise Zone – (Initial One)

_____/_____ <65 dB DNL ____/____ 65-70 dB DNL ____/____ 70-75 dB DNL ____/____ >75 dB DNL

Accident Potential Zone (APZ) – (Initial One)

_____/_____ None (outside APZs) ____/____ APZ-2 ____/____ APZ-1 ____/____ Clear Zone

B. The abbreviation “DNL” refers to a day-night average sound level. The frequency of actual single noise events may vary over time depending on the operational needs of the military. **Single noise events may result in significantly higher noise levels than the average level(s) in any of the Noise Zones listed above.**

C. Noise Zones and Accident Potential Zones are subject to change. For this reason, it should not be assumed that the property will remain in the same Noise Zone and/or Accident Potential Zone.

Additional information may be obtained from the locality.

In the event the owner fails to provide the disclosure required by § 55.1-704, or the owner misrepresents, willfully or otherwise, the information required in such disclosure, except as result of information provided by an officer or employee of the locality in which the property is located, the purchaser may maintain an action to recover his actual damages suffered as the result of such violation. Notwithstanding the provisions of this disclosure, no purchaser of residential real property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for damages pursuant to this section.

The owner(s) state that they reasonably believe the information contained herein is true and accurate and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Owner _____ Date _____

Owner _____ Date _____

Purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Purchaser _____ Date _____

Purchaser _____ Date _____

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/
LEGAL DESCRIPTION: _____

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:
https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Owner

Owner

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT
AND/OR LEAD-BASED PAINT HAZARDS**



This disclosure is made with respect to the property ("Property") located at the following address:

_____ and must be attached to any Standard Purchase Agreement made with respect to the Property.

1. LEAD WARNING STATEMENT

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. REQUIREMENTS OF 42 U.S.C. §4852(D)

42 U.S.C. §4852(d) provides that Seller shall: (a) provide Buyer with a lead hazard information pamphlet; (b) disclose to Buyer the presence of any known lead-based paint, or any known lead-based paint hazards, in such housing and provide to Buyer any lead hazard evaluation report available to Seller; and (c) permit Buyer a ten (10) day period (unless the parties mutually agree to a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint hazards.

3. SELLER'S DISCLOSURE (Complete A and B)

- (A) Presence of lead-based paint and/or lead-based paint hazards **[INITIAL and complete (i) or (ii) below, as applicable]:**
(i) ____ / ____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

OR

- ✓ (ii) ____ / ____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- (B) Records and reports available to the seller **[INITIAL and complete (i) or (ii) below, as applicable]:**

- (i) ____ / ____ Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

OR

- ✓ (ii) ____ / ____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER SHALL NOT SIGN THIS DISCLOSURE AND INITIAL THE APPLICABLE PROVISIONS OF PARAGRAPHS 4 AND 5 UNLESS AND UNTIL SELLER HAS EXECUTED THIS DISCLOSURE AND BUYER HAS RECEIVED THE INFORMATION DESCRIBED IN PARAGRAPH 3 ABOVE, IF APPLICABLE.

4. BUYER'S ACKNOWLEDGMENT (INITIAL A, if applicable, and B)

- (A) ____ / ____ Buyer has received copies of all information listed in Paragraph 3 above.
(B) ____ / ____ Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

5. INITIAL A or B below.

- (A) ____ / ____ Buyer has received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;

OR

- (B) ____ / ____ Buyer has waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

6. AGENTS' ACKNOWLEDGMENT

Each Agent confirms their compliance with the requirements of 42 U.S.C. §4852(d).

CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify to the best of their knowledge that the information they have provided is true and accurate.

M & M Realty
Seller Signature
Date

Agent	Erma Moreno	Date	Seller Signature	Date
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Selling Firm	Buyer Signature	Date
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Agent	Date	Buyer Signature	Date
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