EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement ("Agreement") is made on _______________ (Date) by and between ____ ("Seller") and (Insert Firm Name) ________________________COMPASS________________________ ("Broker").

1. APPOINTMENT OF BROKER. In consideration of the services provided by Broker and described in Agreement, Seller hereby appoints Broker as Seller's sole and exclusive listing agent and grants Broker the exclusive right to sell the real property described below ("Property").

2. PROPERTY.
Street Address____ Unit #__________
City____, Virginia ZIP Code ______________
TAX Map/ID #____
Parking Space #_______________ Storage Unit #_______________ Mailbox #_______________
Historic District Designation ____

Legal Description
☐ Lot/Block/Subdivision:
Lot(s) ___________ Block/Square __________ Section __________ Phase ______________
Subdivision or Condominium ____
County/Municipality________________________________ Deed Book/Page # _______/_______
☐ Metes/Bounds: see attached description or survey.

MLS Description
No. of Levels: _____ Basement ☐ Yes ☐ No Basement Entrance Type:___________________
Basement Type: ________________________ Attic Type: ________________________________
Architectural Style: _____________________ Type of Exterior: ___________________________
Disability Access: ☐ Yes ☒ No

3. NOTICES. All notifications and amendments under Agreement will be in writing and will be delivered using the contact information below.

Seller
Mailing Address:____
City, State, and ZIP Code:____
Phone: (H)_____________________ (W)_____________________ (Cell)______________________
Email:____

Broker (Firm)
Mailing Address: 1004 King St
City, State, and ZIP Code: Alexandria, VA 22314
Phone: (W)(703)229-8935 (Cell) (703)362-3221
Email: stephanie.white@compass.com

4. AGREEMENT TERM AND LISTING TERM.
A. Agreement Term. Agreement will run for the period commencing upon signature by all parties and expiring at 11:59 p.m. on _____________ ("Agreement Term") (if left blank, Agreement automatically terminates 90 days after Agreement Date). If a sales contract for Property is ratified during Agreement Term which provides for a settlement date beyond Agreement Term, Agreement will be extended automatically until final disposition of the sales contract.

B. Listing Term. The Listing Term begins when Seller instructs Broker to allow any potential buyer(s) to learn about Property. Listing Term shall go into effect on or before _________________, with the expiration date coinciding with the expiration date of Agreement Term, or extending as provided for above. Listings shall be entered into the MLS within two (2) days of the start of Listing Term, or as MLS rules require. It is understood that Listing Term effective date may or may not coincide with Agreement Date.

5. **LISTING PRICE.** Seller instructs Broker to offer Property for sale at a selling price of $______________, or such other price as later agreed upon by Seller, which price includes Broker's compensation. (Note: Broker does not guarantee that Property will appraise or sell at the price or terms stated herein, nor does Broker guarantee any net amount Seller might realize from the sale of Property).

6. **LISTING BROKER COMPENSATION.**

LISTING BROKER COMPENSATION AND BUYER'S BROKER COMPENSATION ARE FULLY NEGOTIABLE AND ARE NOT FIXED, CONTROLLED, RECOMMENDED, OR SUGGESTED BY LAW OR ANY MULTIPLE LISTING SERVICE OR ASSOCIATION OF REALTORS®.

A. Listing Broker Compensation. Seller will pay Broker compensation of ☒ **3.000** % of gross sales price, ☐ $_______________, ☐ **and** ☐ **or** (other)_____________________________________ ____ ("Broker Compensation") if, during the term of Agreement, anyone produces a buyer ready, willing, and able to buy Property.

Broker Compensation is also earned if, within **30** days after the expiration or termination of Agreement, a contract is ratified with a ready, willing, and able buyer to whom Property had been shown during the term of Agreement; provided, however, that Broker Compensation need not be paid if a contract is ratified on Property while Property is listed with another real estate company.

B. ☒ **Additional Listing Broker Compensation for Unrepresented Buyer.** If anyone produces a buyer ready, willing, and able to buy Property, and such buyer is not represented by a broker at the time of ratification of the sales contract, Seller will pay Broker the following (in addition to Broker Compensation): ☒ **2.500** % of gross sales price, ☐ $ ____________, ☐ **and** ☐ **or** (other) _______ ____.

C. ☒ **Listing Broker Service Fee.** Seller will pay Broker an additional flat fee of $**495.00** as Listing Broker Service Fee if, during the term of Agreement, anyone produces a buyer ready, willing, and able to buy Property.

D. Retainer Fee. Broker acknowledges receipt of a retainer fee in the amount of $**zero** which ☐ **will OR** ☐ **will not** be subtracted from Compensation. The retainer fee is non-refundable and is earned when paid.

E. Early Termination. In the event Seller wishes to terminate Agreement prior to the end of Agreement Term, Seller will deliver written notice to terminate the Agency Relationship between the Parties. The Parties will then execute a Release of Brokerage Representation Agreement to terminate the Brokerage Relationship between the Parties. Should termination be without good cause, Seller will pay Broker $**zero** as an early termination fee prior to executing the Release of Brokerage Representation Agreement, in addition to any compensation otherwise due pursuant to Agreement.

7. OPTIONAL SELLER-PAID BUYER'S BROKER COMPENSATION.

A. Generally. Prospective buyers may retain a broker who represents their interests only ("Buyer's Broker"). Seller has the option to agree to pay some or all of the fees of Buyer's Broker in this transaction, which will be payable upon settlement ("Buyer's Broker Compensation"). **<u>Seller has no obligation to pay Buyer's Broker Compensation</u>**. Buyer's Broker Compensation is negotiable and will ultimately be determined by a ratified sales contract between Seller and the buyer.

B. Disclosure. Seller ☒ **authorizes OR** ☐ **does not authorize** Broker to disclose to prospective buyers and brokers representing buyers of Seller's willingness to negotiate with Buyer regarding Seller's payment of, in whole or in part, Buyer's Broker Compensation.

C. Seller Approval of Optional Buyer's Broker Compensation. In the event Seller desires that Broker disclose and/or market, subject to applicable MLS rules and regulations, a specific amount or rate for Buyer's Broker Compensation, **<u>Broker must obtain Seller's approval in writing in advance of any such disclosure or marketing, any agreement to pay, or payment, and must specify the amount or rate disclosed or marketed</u>**.

8. CONVEYANCES.

A. Personal Property and Fixtures. Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, indoor and outdoor sprinkler systems, bathroom mirrors, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey; however, all related mounts, brackets and hardware **DO** convey. Smart home devices installed, hardwired or attached to personal property or fixtures conveyed pursuant to this paragraph, including but not limited to, smart switches, smart thermostats, smart doorbells, and security cameras ("Smart Devices") **DO** convey unless otherwise agreed to in writing. Electric vehicle charging stations **DO** convey. Solar panels installed on the Property **DO** convey (see attached Addendum). If more than one of an item conveys, the number of items is noted.

The items marked YES below are currently installed or offered and will convey:

Yes	#	Items	Yes	#	Items	Yes	#	Items
☐	___	Alarm System	☐	___	Freezer	☐	___	Satellite Dish
☐	___	Built-in Microwave	☐	___	Furnace Humidifier	☐	___	Storage Shed
☐	___	Ceiling Fan	☐	___	Garage Opener	☐	___	Stove or Range
☐	___	Central Vacuum	☐	___	w/ remote	☐	___	Wall Oven
☐	___	Clothes Dryer	☐	___	Gas Log	☐	___	Water Treatment System
☐	___	Clothes Washer	☐	___	Hot Tub, Equip & Cover	☐	___	Window A/C Unit
☐	___	Cooktop	☐	___	Intercom	☐	___	Window Fan
☐	___	Dishwasher	☐	___	Playground Equip	☐	___	Window Treatments
☐	___	Disposer	☐	___	Pool, Equip, & Cover	☐	___	Wood Stove
☐	___	Electronic Air Filter	☐	___	Refrigerator			
☐	___	Fireplace Screen/Door	☐	___	w/ ice maker			

Other Conveyances (as-is, no additional value and for Seller convenience):______________________
____

Does Not convey:____
____

B. As-Is Items. Seller will not warrant the condition or working order of the following items and/or systems:____
____

C. As-Is Marketing. Seller ☐ **does OR** ☒ **does not** authorize Broker to offer the entire Property in "As-Is" condition.

D. Leased Items, Systems, and/or Service Contracts. Any leased items, systems, or service contracts (including, but not limited to, termite or pest control, home warranty, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) DO NOT CONVEY absent an express written agreement by buyer and Seller. The following is a list of the leased items within Property:____
____

9. HOMEOWNER WARRANTY. Seller has the option to purchase a homeowner warranty, which can be in effect during the Agreement Term and will transfer to the buyer upon settlement. Seller should review the scope of coverage, exclusions, and limitations.
Cost not to exceed $____________ Warranty provider to be ______________________________

10. UTILITIES; MAJOR SYSTEMS. (Check all that apply)

Hot Water: ☐ Oil ☐ Gas ☐ Electric ☐ Other ____________ Number of Gallons ______________
Air Conditioning: ☐ Oil ☐ Gas ☐ Electric ☐ Heat Pump ☐ Other __________ ☐ Zones______
Heating: ☐ Oil ☐ Gas ☐ Electric ☐ Heat Pump ☐ Other __________ ☐ Zones______
Water Supply: ☐ Public ☐ Private Well ☐ Community Well
Sewage Disposal: ☐ Public ☐ Septic, approved for #_____ of Bedrooms
Type of Septic System: ☐ Community ☐ Conventional ☐ Alternative ☐ Experimental

Section 32.1-164.1:1 of the Code of Virginia requires Seller to disclose whether the onsite septic system serving Property is operating under a waiver of repair and/or maintenance requirements imposed by the State Board of Health. If the septic system is operating pursuant to a waiver, then Seller must provide the buyer with the "Disclosure Regarding Validity of Septic System Permit" prior to contract ratification. Such waiver is not transferable to the buyer.

Seller represents that the septic system ☐ **is OR** ☒ **is not** operating under a waiver from the State Board of Health.

11. BROKER DUTIES. Broker will perform, and Seller hereby authorizes Broker to perform, the following duties. In performing these duties, Broker will exercise ordinary care, comply with all applicable laws and regulations, and treat all parties honestly.

A. Broker will protect and promote the interests of Seller and will provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the Multiple Listing Service (MLS), the Code of Ethics of the National Association of REALTORS®, the Code of Virginia, and the Regional Rules and Regulations for the electronic lockbox system.

B. Broker will use reasonable efforts and act diligently to seek buyers for Property at the price and terms stated herein or otherwise acceptable to Seller, to negotiate on behalf of Seller, to establish strategies for accomplishing Seller's objectives, to assist in satisfying Seller's contractual obligations, and to facilitate the consummation of the sale of Property.

C. Broker will market Property, at Broker's discretion, including without limitation, description, interior and exterior photographs in appropriate advertising media, such as publications, mailings, brochures, and internet sites; provided, however, Broker will not be obligated to continue to market Property after Seller has accepted an offer.

D. Broker will present all written offers or counteroffers to and from Seller in a timely manner, even if Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.

E. Broker will not continue to market, show and/or permit showings after Property is subject to a ratified contract of sale, unless otherwise instructed by Seller in writing.

F. Broker will account, in a timely manner, for all money and property received in trust by Broker, in which Seller has or may have an interest.

G. Broker will show Property during reasonable hours to prospective buyers and will accompany or accommodate, as needed, other real estate licensees, their prospective buyers, inspectors, appraisers, exterminators, and other parties necessary for showings and inspections of Property, to facilitate and/or consummate the sale of Property.

Broker agrees that the showing instructions to be shared with other real estate licensees and their prospective buyers are as follows: **Showing Time**

Broker ☒ **will OR** ☐ **will not** install an electronic lockbox on Property to allow access and showings by persons who are authorized to access Property.

H. Broker ☒ **will OR** ☐ **will not** install "For Sale" signs on Property, as permitted. Seller is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign.

12. MARKETING/MLS/INTERNET ADVERTISING.

A. MLS Marketing. ☒ Seller **authorizes OR** ☐ Seller **does not authorize** Broker to market Property via the Multiple Listing Service ("MLS").

1. **If Seller authorizes Broker to market Property in MLS**, Broker will disseminate, via MLS, information regarding Property, including listing price(s), final sales price, all permissible terms, and all status updates during and after the expiration of Agreement. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.
2. **If Seller does not authorize Broker to market Property via MLS**, Broker will instead market Property as an Office Exclusive Listing unless and until Seller desires to market Property via MLS. "Office Exclusive Listing" means Seller instructs Broker to restrict marketing of Property only to Broker's network. For each Office Exclusive Listing, Seller will sign and deliver concurrently with Agreement an MLS-required form certifying that Seller does not authorize Broker to publicly market the listing via MLS or any syndicated websites. Broker will enter the listing information into MLS within two (2) days of Listing Term, or as MLS rules require.

B. Third Party Websites. ☒ Seller **authorizes OR** ☐ Seller **does not authorize** Broker marketing Property through MLS or other means to also make listing data available to third-party websites.

Seller understands that the listing data may get disseminated to third-party websites through means other than MLS regardless of the selection above. Seller acknowledges that the accuracy of the listing data is controlled by the third-party websites and is outside of Broker's control. The parties agree and understand that third-party websites include: 1) Broker's internet website; 2) the internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker or other brokers participating in MLS; 3) any other internet websites (such as syndicated websites) in accordance with applicable MLS rules and regulations; and/or 4) social and printed media.

C. In the event Seller has opted into marketing Property in the MLS in subparagraph A above, Broker is hereby authorized by Seller to submit and market Property as follows:

☒ Seller **authorizes OR** ☐ Seller **does not authorize** the display of Property address on any internet website. In the event Seller does not authorize the display of the property address, only the ZIP code will be displayed.

☐ Seller **authorizes OR** ☒ Seller **does not authorize** the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' internet websites. This provision does not control the display of such comments on third-party websites such as syndicated websites.

☒ Seller **authorizes OR** ☐ Seller **does not authorize** the display of an automated estimate of the market value of Property (or a hyperlink to such estimate) on MLS participants' internet websites. This provision does not control the display of such estimated value of Property on third-party websites such as syndicated websites.

D. Coming Soon. ☒ Seller **authorizes OR** ☐ Seller **does not authorize** Broker to market Property under "Coming Soon" status in MLS. If Seller authorizes Broker to market Property under "Coming Soon" status in MLS, Broker will list Property under "Coming Soon" status in MLS within two (2) days of Listing Term, or as MLS rules require. Broker may engage in pre-marketing activities prior to the date that Property is marketed in MLS under "Active" status including, but not limited to: 1) placing a "Coming Soon" sign on Property; 2) notifying agents with other firms that Property is "Coming Soon"; and 3) placing advertisements and conduct other marketing activities at Broker's discretion. Broker will not show Property to prospective buyers or tenants and/or their agents while under "Coming Soon" status.

E. During the term of Agreement, Seller may, by written notice to Broker, authorize Broker to enable or disable use of any feature as described above. Broker agrees to update MLS database accordingly.

13. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.

Seller representation occurs by virtue of Agreement with Seller's consent to use Broker's services and may also include any brokers representing buyers who act on behalf of Seller as subagent of Broker. (Note: Broker may assist a buyer or prospective buyer by performing ministerial acts that are not inconsistent with Broker's duties as Seller's listing agent under Agreement.)

Buyer representation occurs when buyers contract to use the services of their own broker (known as a buyer representative) to act on their behalf.

Designated representation occurs when a buyer and seller in one transaction are represented by different sales associate(s) affiliated with the same broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction.

Designated representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. In the event of designated representatives, each representative will be bound by client confidentiality requirements, set forth in the CONFIDENTIAL INFORMATION paragraph. The broker remains a dual representative.

☐ **Seller does not consent** to designated representation and does not allow Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm **OR**
☒ **Seller consents** to designated representation and allows Property to be shown to a buyer represented by this Broker through another designated representative associated with the firm.

Dual representation occurs when the same broker and the same sales associate represent both the buyer and seller in one transaction. In the event of dual representation, the broker will be bound by confidentiality requirements for each client, set forth in the CONFIDENTIAL INFORMATION paragraph.

☒ **Seller does not consent** to dual representation and Seller does not allow Property to be shown to a buyer represented by this Broker through the same sales associate **OR**
☐ **Seller consents** to dual representation and allows Property to be shown to a buyer represented by this Broker through the same sales associate.

An additional disclosure is required before designated or dual representation is to occur for a specific transaction.

Broker will notify other real estate licensees via MLS whether Seller consents to designated or dual representation.

14. **CONFIDENTIAL INFORMATION.** Broker will maintain the confidentiality of all personal and financial information and other matters identified as confidential by Seller which were obtained by Broker during the brokerage relationship, unless Seller consents in writing to the release of such information or as otherwise provided by law. The obligation of Broker to preserve confidential information continues after termination of the brokerage relationship. Information concerning latent material defects about Property is not considered confidential information.

15. **AUTHORIZATION TO DISCLOSE OTHER OFFERS.** In response to inquiries from buyers or brokers representing buyers, Broker may not disclose, without Seller's authorization, the existence of other written offers on Property. If Seller does give such authorization, Seller acknowledges that Broker and sales associate(s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a broker representing buyer.

    Seller ☒ **does OR** ☐ **does not** authorize Broker and sales associate(s) to disclose such information to buyers or brokers representing buyers.

16. **COMPLIANCE WITH FAIR HOUSING LAWS.** Property will be shown and made available without regard to race, color, religion, sex, handicap, familial status, or national origin as well as all classes protected by the laws of the United States, the Commonwealth of Virginia, and applicable local jurisdictions, or by the REALTOR® Code of Ethics.

17. **RELOCATION PROGRAM.**
    Seller is participating in any type of relocation program: ☐ **Yes OR** ☒ **No**. If "Yes", (a) the program is named: ____
    Contact name: ___________________________ Contact info: ______________________________

and (b) terms of the program are: ____
____

If “No”, or if Seller has failed to list a specific relocation program, then Broker will have no obligation to cooperate with or compensate any undisclosed program.

18. CONDOMINIUM ASSOCIATION. Seller represents that Property ☐ **is OR** ☐ **is not** located within a development which is a Condominium or Cooperative, subject to the Virginia Condominium Act, §55.1-1900, *et seq*. or the Virginia Real Estate Cooperative Act, §55.1-2100, *et seq*. Condominiums or Cooperatives being offered for sale are subject to the receipt by buyers of the required disclosures, and Seller is responsible for payment of appropriate fees and for providing these disclosure documents to prospective buyers as prescribed in the Virginia Resale Disclosure Act, §55.1-2307, *et seq*., of the Code of Virginia.

☐ **Seller OR** ☐ **Broker** will order the association disclosure documents at Seller’s expense ☐ at the time of listing **OR** ☐ within 3 days following the date of contract ratification **OR** ☐ ________________.

The Condominium or Cooperative dues are $__________ per ___________ (frequency of payment).

Special Assessment $____________ for ____.

Condominium or Cooperative Association Name: ____

Management Company:_______________________________ Phone #: ____________________

Seller represents that Seller ☐ **is OR** ☐ **is not** current on all condominium association dues and/or special assessments.

19. PROPERTY OWNERS’ ASSOCIATION. Seller represents that Property ☐ **is OR** ☐ **is not** located within a development(s) which is subject to the Virginia Property Owners’ Association Act, Section 55.1-1800, *et seq.*, of the Code of Virginia. If Property is within such a development, Seller is responsible for payment of the appropriate fees and for providing the resale certificate to the buyers in accordance with the Virginia Resale Disclosure Act, §55.1-2307, *et seq*.

☐ **Seller OR** ☐ **Broker** will order the association disclosure documents at Seller’s expense ☐ at the time of listing **OR** ☐ within 3 days following the date of contract ratification **OR** ☐ ___________________.

The Property Owners’ Association dues are $_________ per __________(frequency of payment).

Special Assessment $_________ for ____.

Property Owners’ Association Name: ____

Management Company: ___________________________________ Phone #: ________________

Seller represents that Seller ☐ is **OR** ☐ is not current on all property owners’ association dues and/or special assessments.

20. PROPERTY CONDITION. Seller acknowledges that Broker has informed Seller of Seller’s rights and obligations under the Virginia Residential Property Disclosure Act. Property ☐ **is OR** ☒ **is not** exempt from the Act. If not exempt, Seller has completed and provided to Broker a Residential Property Disclosure Statement, or any other applicable disclosures as may be required.

Seller acknowledges Broker may receive, from Seller or otherwise, reports, surveys, plats, home inspection(s), appraisal(s), homeowner or other third-party warranty information or other similar document(s) concerning Property ("Property Report(s)"). **Seller acknowledges Broker is required to disclose to prospective buyers all material adverse facts pertaining to the physical condition of Property actually known by Broker, including any such facts contained in Property Reports.** Broker will not, however, be obligated to discover latent defects in Property or to advise on property condition matters outside the scope of Broker's real estate license. Seller may authorize Broker to deliver any Property Report(s) to prospective buyer(s). Seller will indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any misrepresentation by Seller or authorized delivery of Property Reports.

21. **LEAD-BASED PAINT DISCLOSURE.** Seller represents that the residential dwelling(s) at Property ☐ **were OR** ☐ **were not** constructed before 1978. If the dwelling(s) were constructed before 1978, Seller is subject to federal law concerning disclosure of the possible presence of lead-based paint at Property, and Seller acknowledges that Broker has informed Seller of Seller's obligations under the law. If the dwelling(s) were constructed before 1978, unless exempt under 42 U.S.C. 4852(d), Seller has completed and provided to Broker the form, "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" or equivalent form.

22. **CURRENT LIENS.** Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge, and belief and Seller understands that any loans identified below will be paid off at settlement: *(Check all that are applicable.)*

A. ☐ Property is not encumbered by any mortgage or deed of trust (*If box is checked, skip to G*).
B. ☐ Property is security for a first mortgage or deed of trust loan held by ___________________ __________________________ (Lender Name) with an approximate balance of $_______________.

This loan is ☐ Conventional OR ☐ FHA or ☐ VA or ☐ __________________________________.

C. ☐ Property is security for a second mortgage or deed of trust loan held by _________________ __________________________ (Lender Name) with an approximate balance of $_______________.

D. ☐ Property is security for a line of credit or home equity line of credit held by _______________ __________________________ (Lender Name) with an approximate balance of $________________.

E. ☐ Seller is current on all payments for the loans identified above.

F. ☐ Seller is not in default and has not received any notice(s) from the holder(s) of any loan identified above, or from any other lien holder of any kind, regarding a default under any loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.

G. ☐ There are no liens secured against Property for federal, state, or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees or special assessments.

H. ☐ There are no judgments against Seller (including each owner for jointly held property). Seller has no knowledge of any matter that might result in a judgment that may potentially affect Property.

I. ☐ Seller has not filed for bankruptcy protection under Federal law and is not contemplating doing so during the term of Agreement.

In the event Property is encumbered by a loan, Seller further agrees that Seller will promptly disclose the name and contact information for the lender and account number to the Settlement Agent identified in a contract for the sale of the Property.

During the term of Agreement, should any change occur with respect to answers A through I above, Seller will immediately notify Broker and sales associate/listing agent, in writing, of such change.

23. SELLER FINANCING. Seller ☐ **does OR** ☐ **does not** agree to offer seller financing by providing a _______ deed of trust loan in the amount of $______________ with further terms to be negotiated.

24. CLOSING COSTS. Fees for the preparation of the deed of conveyance, that portion of the settlement agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees, Grantor's Tax, and any other proper charges assessed to Seller will be paid by Seller unless provided otherwise in the sales contract.

The "Seller's Estimated Cost of Settlement" form ☐ **is OR** ☒ **is not** attached. These estimates are for informational purposes only and will change based upon the terms and conditions of the purchase offer.

25. SELLER PROCEEDS. Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to Section 55.1-903 of the Code of Virginia, commonly referred to as the **Virginia Wet Settlement Act**, and may be subject to other laws, rules and regulations.

26. IRS/FIRPTA. Section 1445 of the Internal Revenue Service (IRS) Code may require a buyer or the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to a buyer or the settlement agent such information upon request. In certain situations, the IRS requires a percentage of the sales price to be withheld from Seller's proceeds if Seller is a Foreign Person as defined by FIRPTA.

Seller ☐ **is OR** ☐ **is not** a "Foreign Person" as defined by FIRPTA.

27. SELLER DUTIES AND RESPONSIBILITIES.

A. Seller Duties. Seller will: (a) work exclusively with Broker during the term of Agreement; (b) pay Broker, directly or indirectly, the compensation set forth above; (c) timely comply with the reasonable requests of Broker to supply any pertinent financial or personal data needed to fulfill the terms of Agreement; (d) cooperate with Broker and facilitate Broker's duties, including, but not limited to, marketing the property, reviewing offers, and showing the property; and (e) comply with local, state, and federal law(s) pertaining to this transaction.

B. Seller Representations and Warranties. Seller is aware that Seller may be responsible for failing to disclose information and/or misrepresenting the condition of Property. Seller certifies the accuracy of the information provided to the Listing Broker and Seller warrants:

1. Seller has capacity to convey good and marketable title to Property by general warranty deed and represents that Property is insurable by a licensed title insurance company with no additional risk premium.

2. Seller is not a party to a listing agreement with another broker for the sale, exchange, or lease of Property.

3. No person or entity has the right to purchase, lease or acquire Property, by virtue of an option, right of first refusal or otherwise.

4. Seller ☐ **is OR** ☐ **is not** a licensed (active/inactive) real estate agent/broker.

5. Seller ☐ **has OR** ☐ **has no** knowledge of the existence, removal, or abandonment of any underground storage tank on Property.

6. Property ☐ **is OR** ☐ **is not** tenant-occupied.

7. Seller ☐ **has OR** ☐ **does not** have an audio and/or video recording system ("Surveillance System") on Property. In the event there is a Surveillance System on Property, Seller understands that use of such Surveillance System may result in violation of state and/or federal law if consent to record is not given in accordance with the law. Seller hereby releases and holds harmless Broker, Broker's designated agents, sub-agents, sales associates, and employees from any liability which may result from the listening/recording of audio and/or video on Property.

C. Access to Property. Seller will provide keys to Broker for access to Property to facilitate Broker's duties under Agreement. Seller will allow Broker's unlicensed assistants in Property to perform ministerial acts as defined by 18VAC135-20-165.

If Property is currently tenant-occupied, Seller will provide Broker with any current lease documents and contact information for current tenant and will use best efforts to obtain the full cooperation of current tenants, in connection with showings and inspections of Property.

D. Seller Assumption of Risk.

1. Seller retains full responsibility for Property, including all utilities, maintenance, physical security, and liability until title to Property is transferred to buyer. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company.

Broker is not responsible for the security of Property or for inspecting Property on any periodic basis. If Property is or becomes vacant during the Agreement Term, Seller is advised to notify Seller's homeowner's insurance company and request a "Vacancy Clause" to cover Property.

2. In consideration of the use of Broker's services and facilities and of the facilities of any MLS, Seller and Seller's heirs and assigns hereby release Broker, Broker's designated agents, sub-agents, sales associates and employees, any MLS and the directors, officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to Seller for vandalism, theft or damage of any nature whatsoever to Property or its contents that occurs during the Agreement Term. Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any property damage or personal injury arising from the use or access to Property by any persons during Agreement Term.

28. SELLER DEFAULT.

A. Seller Default. In the event of Seller breach as set forth herein, such shall constitute Seller default and will serve as good cause for Broker to terminate Agreement. Upon such breach, Broker may, at Broker's option, provide Seller a Notice to Terminate Brokerage Representation Agreement. Upon Delivery of Notice, the Agency Relationship between the Parties will cease. Both parties will subsequently and immediately execute a Release of Brokerage Representation to terminate the Brokerage Relationship between the Parties and all respective rights and obligations of the Parties arising under Agreement will terminate, exclusive of Broker's duties in this Paragraph. If the Seller refuses to execute the Release when requested to do so in writing and a court finds that Seller should have executed the Release, Seller will pay the expenses, including, without limitation, reasonable attorney's fees and costs, incurred by Broker in any litigation regarding this matter.

B. Broker Duties Upon Termination. In the event Broker terminates Agreement prior to the expiration of Agreement, Broker will promptly deliver to Seller copies of all contracts and other instruments entered into on behalf of Seller, remove Property from any listing services, and return to the Seller any keys to Property, if applicable. Broker may retain copies of such contracts and instruments for Broker's records.

29. MISCELLANEOUS PROVISIONS.

A. Appropriate Professional Advice. Seller acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector, solar panel expert, or other professional service provider. Broker can counsel on real estate matters, but if Seller desires legal advice, Seller is advised to seek legal counsel. Seller is advised to seek appropriate professional advice concerning the Property condition, financing, tax, title insurance, property insurance and legal matters.

B. Service Provider Referrals. Broker or Broker's sales associates may refer a service provider to assist Seller in this transaction. This referral is not an endorsement, guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Seller is advised to independently investigate all options for service providers and consider whether any service provider will work effectively with Seller. Seller is free to reject any referred service provider for any or no reason.

C. Wire Fraud. Seller should never transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. There are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. If Seller receives any electronic communication directing the transfer of funds or to provide nonpublic personal information, even if that electronic communication appears to be from a representative of Broker, do not respond. Such requests, even if they may otherwise appear to be from Broker, could be part of a scheme to defraud Seller by misdirecting the transfer of sale proceeds or using Seller's identity to commit a crime. If Seller should receive wiring instructions via electronic means that appear to be from a legitimate source involved in Seller's real estate transaction, Seller should verify—using contact information other than that provided in the communication—that the instructions were sent by an actual representative of the requesting company. Conversely, if Seller has provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without Seller's verified written consent. When wiring funds, never rely exclusively on an e-mail, fax, or text communication.

D. Subsequent Offers After Contract Acceptance. After a sales contract has been ratified on Property, Broker recommends Seller obtain the advice of legal counsel prior to acceptance of any subsequent offer.

E. Governing Law. The laws of the Commonwealth of Virginia will govern the validity, interpretation, and enforcement of Agreement, without regard to the application of conflict of laws.

F. Binding Agreement. Agreement will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the sale of Property and will not be merged therein. Agreement, unless amended in writing by the parties, contains the final and entire agreement and the parties will not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained.

G. Severability. In the event any provision in Agreement is determined to be unenforceable, the remaining terms and provisions of Agreement shall not in any way be affected, impaired, or invalidated thereby.

30. ATTORNEYS' FEES. If any Party breaches Agreement and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party will be entitled to recover against the breaching Party, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. Should any tribunal of competent jurisdiction determine that more than one Party to the dispute has breached Agreement, then all such breaching Parties will bear their own costs. However, if the tribunal determines that one or more of the Parties is a "Substantially Prevailing Party," any such Substantially Prevailing Party will be entitled to recover from any of the breaching Parties, in addition to any other damages recoverable against any breaching Party, all of its reasonable Legal Expenses incurred in enforcing its rights under Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto. "Party" as used in this paragraph includes any third-party beneficiary identified herein. "Legal Expenses" as used in this paragraph includes attorneys' fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees, and court reporter fees.

31. DEFINITIONS.

A. "Agency Relationship" means the relationship in which a real estate licensee acts for or represents a person as an agent by such person's express authority in a real estate transaction.

B. "Brokerage Relationship" means the contractual relationship between a client and a real estate licensee based on the terms, provisions, conditions, duties, and responsibilities of Agreement.

32. ADDITIONS. The following forms, if ratified an attached, are made a part of Agreement. This list is not all inclusive of addenda that may need to be attached.

- ☐ Short Sale Addendum
- ☐ Solar Panel Addendum
- ☒ Addendum – Optional Buyer's Broker Compensation
- ☐ Other (specify): ______________________________________

33. ADDITIONAL TERMS. **Price will be reviewed 14 days after entry in MLS if the house is not sold. The Goodhart Group will pay 50% of the first term of staging. This will be paid to the seller as a commission credit at closing.**

____

_______ / ______________________________
Date Seller

_______ / ______________________________
Date Broker
COMPASS

_______ / ______________________________
Date Seller

_______ / ______________________________
Date Seller

_______ / ______________________________
Date Seller

****

Sales Associate Contact Information

Sales Associate (Listing Agent): **Allison Goodhart DuShuttle**

Team Name (if applicable): **The Goodhart Group**

Phone: (W) **(703)362-3221** (Cell) **(703)362-3221**

Email: **Contracts@thegoodhartgroup.com**

Supervising Broker Contact Information

Broker Name: **Stephanie White**

Phone: (W) ______________________ (Cell) **(703)489-5045**

Email: **Stephanie.White@compass.com**

Virginia Real Estate Board
http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

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 propertywhenever the property is to be sold or leased with an option to buyto 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:
http://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

DPOR rev 07/2021

LISTING AGREEMENT ADDENDUM - OPTIONAL BUYER'S BROKER COMPENSATION

This Addendum is made on ____________________, to **(choose only one)** ☐ Exclusive Right to Sell Listing Agreement (K1336), ☐ Exclusive Agency Listing Agreement (K1337), **OR** ☐ Exclusive Right to Sell Unimproved Land (K1355), dated ____________________ (the "Listing Agreement") between ____________________ ("Seller") and ______**COMPASS**______ ("Broker"), wherein Seller appointed Broker as its sole and exclusive listing agent for property described as ____________________ ("Property").

The purpose of this Addendum is to supplement certain provisions of the Listing Agreement, as specified below. Except for those terms expressly added herein, this Addendum shall not alter, modify, or change the Listing Agreement in any other respect, and all other terms and provisions of the Listing Agreement are ratified and confirmed and shall remain in full force and effect.

Seller Approval of Optional Buyer's Broker Compensation.

<u>Seller acknowledges and agrees that Seller has no obligation to pay Buyer's Broker Compensation and that Buyer's Broker Compensation is negotiable and will ultimately be determined by a ratified sales contract between Seller and the buyer.</u>

The parties agree to supplement the Listing Agreement to include the following **(check all that apply)**:

☒ 1. Seller is willing to pay Buyer's Broker Compensation up to the following amount (**if yes, choose one**):
a. ____**3.000**____% of gross sales price **OR**
b. $ ____________.

☒ 2. Seller authorizes Broker to disclose and/or market, in accordance with applicable MLS rules and regulations, Seller's willingness to pay Buyer's Broker Compensation up to the amounts set forth in paragraph 1 above.

________/________________ Date Seller	________/________________ Date Broker **COMPASS**
________/________________ Date Seller	
________/________________ Date Seller	
________/________________ Date Seller	

SALE: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the sale of the Property at: ____

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 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.

Seller's Disclosure (initial)

_______/_______ (a) Presence of lead-based paint and/or lead-based paint hazard (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

____

____

☒ 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 (check one below):

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

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

_______/_______ (c) Purchaser has (check one below):

☐ Received and had an opportunity to review copies of all information listed above.

☐ Been advised that Seller has no knowledge, information, reports, or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

_______/_______ (d) Purchaser has received the pamphlet *Protect Your Family From Lead in Your Home*.

_______/_______ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Sales Associates' Acknowledgments (initial)

_______/_______ (f) Listing and Buyer's Sales Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Seller of the Sellers' obligations under this law as evidenced by Seller and Purchaser having completed this form.

Certification of Accuracy

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

SELLER:		**PURCHASER:**	
Date /	Signature	Date /	Signature
Date /	Signature	Date /	Signature
Date /	Signature	Date /	Signature
Date /	Signature	Date /	Signature

__________ / ____________________________________ __________ / ____________________________________

Date Signature of Listing Associate Date Signature of -Buyer's Associate

Allison Goodhart DuShuttle

COMPASS

FEDERAL LEAD-BASED PAINT DISCLOSURE LAW AND REGULATIONS: INFORMATION FOR OWNERS OF RESIDENTIAL PROPERTY

Note: 42 U.S.C. 4852d exempts from the disclosure requirements for lead-based paint certain transfers of residential property constructed before 1978. The exceptions are: property leased for 100 days or less with no possibility of renewal or extension; re-lease or renewal of a lease for the same property to the same tenant, where the landlord previously complied with the law's disclosures and has no new information about lead-based paint; housing for the elderly or disabled; foreclosure sales; property where there is no separate bedroom; and property that has been certified as lead-paint free under the law. All other residential properties constructed before 1978 are "target housing" subject to the law and regulations, and their owners must be informed of the following.

§35.88 Disclosure requirements for sellers and lessors.

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to §35.82. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities. (1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA. (2) The seller or lessor shall disclose to the purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) The seller or lessor shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (4) The seller or lessor shall provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) If any of the disclosure activities identified in paragraph (a) of this section occurs after the purchaser or lessee has provided an offer to purchase or lease the housing, the seller or lessor shall complete the required disclosure activities prior to accepting the purchaser's or lessee's offer and allow the purchaser or lessee an opportunity to review the information and possibly amend the offer.

§35.90 Opportunity to conduct an evaluation.

(a) Before a purchaser is obligated under any contract to purchase target housing, the seller shall permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(b) Notwithstanding paragraph (a) of this section, a purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

§35.92 Certification and acknowledgment of disclosure.

(a) *Seller requirements.* Each contract to sell target housing shall include an attachment containing the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement consisting of the following language:

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 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.

(2) A statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate. (4) A statement by the purchaser affirming receipt of the information set out in such paragraphs(a)(2) and (a)(3) of this section and the lead hazard information pamphlet required under section 15 U.S.C. 2696. (5) A statement by the purchaser that he/she has either: (i) Received the opportunity to conduct the risk assessment or inspection required by §35.90(a); or (ii) Waived the opportunity. (6) When any agent is involved in the transaction to sell target housing on behalf of the seller, a statement that:

(i) The agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (7) The signatures of the sellers, agents, and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

(b) *Lessor requirements.* Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement with the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate. (4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2696. (5) When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that: (i) The agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (6) The signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.

(c) *Retention of certification and acknowledgment information.* (1) The seller, and any agent, shall retain a copy of the completed attachment required under paragraph (a) of this section for no less than 3 years from the completion date of the sale. The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this section for no less than 3 years from the commencement of the leasing period. (2) This recordkeeping requirement is not intended to place any limitations on civil suits under the Act, or to otherwise affect a lessee's or purchaser's rights under the civil penalty provisions of 42 U.S.C. 4852d(b)(3).

(d) The seller, lessor, or agent shall not be responsible for the failure of a purchaser's or lessee's legal representative (where such representative receives all compensation from the purchaser or lessee) to transmit disclosure materials to the purchaser or lessee, provided that all required parties have completed and signed the necessary certification and acknowledgment language required under paragraphs (a) and (b) of this section.

RECEIVED: ______________________________ / __________ ______________________________ / __________
Signature: Date Signature: Date

APPENDIX D TO PART 3500
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: ____________________ **PROPERTY:** ____________________________

Customer Name Street

____

City, State & Zip

FROM: ____________________ ______________________________

The Goodhart Group, LLC Date

This is to give you notice that The Goodhart Group, LLC has a business relationship with the Founders Group, LC ("FGLC"), a title insurance agency. The Goodhart Group, LLC has an 37% ownership interest in FGLC and Monument Title Company, Inc. ("***Monument***") has 51% ownership interest in FGLC. Because of this relationship, this referral may provide The Goodhart Group, LLC a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider as a condition of the purchase or sale of your property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Settlement Services	Charge or Range of Charges
Founders Group LC	Title Insurance Rates for Owner's Title Insurance (plus $150 for simultaneous lender coverage) typically are set per $1,000.00 of purchase price as follows:	
	Rate per $1,000.00	Purchase Price Amount
	$4.90	First 250,000.00
	$4.65	$250,000.01 to $500,000.00
	$4.25	over $500,000.00
Monument Title Co.	Settlement Fee	$495.00 Buyer $275.00 Seller
	Title Search	$100.00 Buyer
	Obtain/Record/Overnight Payoff	$150.00 each Seller

ACKNOWLEDGEMENT

I/we have read this disclosure form and understand that The Goodhart Group, LLC is referring me/us to purchase the above-described settlement service(s) and that The Goodhart Group, LLC may receive a financial or other benefit as the results of this referral.

______________________________ ______________________________

Signature Signature

______________________________ ______________________________

Signature Signature

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: ____ From: Compass

Property: ____ Date: ______________________

This is to give you notice that Compass, Inc. and its affiliated brokerages ("Compass"),[1] have a business relationship with the providers listed on this disclosure form, and each may refer to you the services of another. Specifically, Compass, Inc. indirectly owns 100% of KVS Title LLC, 100% of Secured Land Transfers LLC d/b/a Mid-Atlantic Settlement Services, 49.9% of OriginPoint LLC, 49.9% of Guaranteed Rate Affinity LLC, 100% of Anywhere Insurance Agency, Inc., and 1.65% of Notarize, Inc.

Because of these relationships, the referral of a customer (including you) by any of these entities to another may provide the referring entity and/or its affiliates or employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Service	Estimated Charge or Range of Charges
KVS Title LLC, Secured Land Transfers LLC d/b/a Mid-Atlantic Settlement Services	**Title Insurance & Closing/ Settlement**	**<u>Maryland</u>:** **Sales Price — Owner's Policy*** $100,000 — $921.00 $300,000 — $2,165.50 $500,000 — $3,267.50 $1,000,000 — $5,632.50 $1,500,000 — $7,497.50 $3,000,000 — $13,092.50 *Simultaneously issued Lender's Policy Included. Closing fee $795-$1,250. Typical endorsements $0-$55. Additional fees $300-$1,350. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information. **<u>District of Columbia</u>:** **Sales Price — Owner's Policy*** $100,000 — $884.00 $300,000 — $2,166.00 $500,000 — $3,390.00 $1,000,000 — $6,090.00 $1,500,000 — $8,430.00 $3,000,000 — $15,450.00 *Simultaneously issued Lender's Policy Included. Closing fee $1,040-$1,300. Typical endorsements $0-$50. Additional fees $300-$705. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information.

[1] Compass-affiliated brokerages generally use names or trade names which include the word "Compass."

		<u>Virginia</u>: **Sales Price** **Owner's Policy*** $100,000 $717.00 $300,000 $1,737.50 $500,000 $2,717.50 $1,000,000 $4,967.50 $1,500,000 $6,452.50 $3,000,000 $10,587.50 *Simultaneously issued Lender's Policy included. Closing fee $825-$1,300. Typical endorsements $0-$35. Additional fees $225-$770. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information.
OriginPoint LLC; Guaranteed Rate Affinity LLC	**Loan Products and Services**	Origination Fees (Application, Commitment, Lender, Processing, Origination): $1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply.
Anywhere Insurance Agency, Inc.	**Homeowner's Insurance**	$2.00 - $8.00 per thousand dollars of replacement cost of dwelling. Pricing will vary based on specific risk profile.
Notarize, Inc.	**Notary**	$25-$100

In addition to the relationships described above, Compass affiliates have a business arrangement with Assurant Home Warranty ("Assurant"). While these affiliates do not have any ownership interest in Assurant, they may receive fees from Assurant in return for their performance of services.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Compass and the providers listed on this disclosure form may refer me/us to purchase the above-described service(s) from one another, and that any such referrals may provide the referring entity and/or its affiliates or employees with a financial or other benefit as the result of any such referral.

Buyer's Signature	Date	Buyer's Signature	Date
Seller's Signature	Date	Seller's Signature	Date

COMPASS

DISCLOSURE REGARDING THE COMPASS THREE-PHASED MARKETING STRATEGY

Compass offers a unique **Three-Phased Marketing Strategy**, which gives you multiple opportunities to make a first impression prior to your property being offered on the Multiple Listing Service ("MLS"), if you so choose.

Depending on where you are located, the strategy's benefits may include: (1) Marketing your property without accumulating days on market and price drop history, which may devalue a property in the eyes of buyers; (2) Testing an aspirational price and/or validating a pricing strategy, while signaling that your listing is coming; (3) Using the time for staging, painting, and performing other market preparation while still building buyer demand; (4) Maintaining your privacy by keeping your property's photos and other identifiable information visible to a smaller audience until/if you decide to list on the MLS or put it on compass.com; and (5) The opportunity to create increased buyer demand for when/if the property is offered to a larger audience.

The strategy's phases include:
(1) Compass Private Exclusive, which markets your property privately to Compass agents and their clients 1:1.
(2) Compass Coming Soon, which markets your property publicly on compass.com,
(3) Listing through an MLS to other public sites.

Please initial the option(s) below to advise and instruct Compass how you would like to market your property:

1) Phase 1 - Private Exclusive: ____________ I authorize Compass to list my property as a "Compass Private Exclusive" until otherwise instructed in writing. I understand that by listing as a "Compass Private Exclusive", my property will not be publicly advertised through the MLS until after the "Compass Coming Soon" phase or instructed in writing, but will be available to Compass agents, who can share the listing directly with their clients on a one-to-one basis.

2) Phase 2 - Compass Coming Soon: ____________ I authorize Compass to list my property as a "Compass Coming Soon" for [check one]: ☐ 1 business day/24 hours (per local rules) or ☐ within the timeframe allowed under the local MLS rules. I understand that by listing the property as a "Compass Coming Soon", the property may or may not be available through the MLS during that period but will be available to anyone on compass.com and Compass may publicly market the property including through digital ads and newsletters. I also understand that, if per local MLS rules the Coming Soon period lasts more than 24 hours/1 business day, certain third party websites, including but not limited to, Zillow and Trulia, may not accept my listing at a later date.

Initial here: ___________ I understand that by choosing "Compass Private Exclusive" or "Compass Coming Soon" and not listing my property on the MLS, my property is not distributed to other brokerage firms and other public sites, which could reduce (i) the number of potential buyers who can learn about the property;(ii) the number of showings; (iii) the number of offers; and (iv) the final sale price for the property. I am also aware that I can instruct Compass to submit my property to the MLS at any time. I have been advised that while the property is in this off-MLS phase, I'm not obligated to accept an offer.

3) Phase 3 - Active on MLS ____________ I authorize Compass to publicly advertise my property on the MLS and other public sites after utilizing Phase 1 or 2 or both as outlined above.

No Three-Phased Marketing - Direct to MLS ____________ I authorize Compass to directly list my property on the MLS and other public sites - I do not wish to list my property as a "Compass Private Exclusive" or "Compass Coming Soon" at this time.

I agree that, if I choose to list my property as a "Compass Private Exclusive" and/or "Compass Coming Soon", I do so for marketing, privacy, security, or other legitimate, nondiscriminatory reasons outlined in this disclosure unrelated to the potential group of buyers' race, color, religion, sex, familial status, national origin, disability, or other characteristics protected by the Fair Housing Act and other civil rights statutes and that Compass must and will follow national, state and local fair housing laws while marketing and selling the property.

_________________________ _________________________ _________________________
Seller Date: Seller Date: Agent: Date:

Move Out Retainer Disclosure

The seller(s) agree to deliver the Property at settlement in broom-clean condition, free of trash, debris, and personal property unless otherwise agreed in writing.

At settlement, the sum of Six Hundred Dollars ($600.00) shall be held from Seller(s) proceeds by the settlement agent as a clean-out holdback.

If the Property is confirmed to be in broom-clean condition at the final walkthrough, the $600.00 holdback shall be released to Seller(s) and reflected accordingly on the final Closing Disclosure/settlement statement.

If the Property is not delivered in broom clean condition, The Goodhart Group may use part or all of the $600.00 holdback to cover the reasonable costs of removal, hauling, disposal, and cleaning required to bring the Property to the broom clean condition required by the contract so parties can proceed to settlement. Any unused portion shall be returned to the Seller.

If the cost exceeds $600.00, Seller agrees to remain responsible for the additional amount. Walk-through issues outside of the cleanout will be negotiated with the buyer.

Signature: ____ Date: _____________

Signature: ____ Date: _____________

Service Provider Disclaimer

The Goodhart Group and Compass may refer a service provider to help you, the seller, in this transaction. This referral is not a guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Our clients have worked with the vendors on our recommended list in the past and they have come recommended to us. However, the seller is advised to independently investigate all options for service providers and consider whether any service provider will work effectively for your needs. The seller is free to reject any referred service provider for any or no reason.

Below are the responsibilities of the Goodhart Group, the vendor, and you, the client regarding any recommended vendors:

The Goodhart Group Responsibilities:

- Provide an initial punch list with items that need to be updated
- Provide a list of possible contractors
- We will share in advance payment options for the specific vendors
- Perform walkthrough after contractor work is complete and identify any additional items to address

Vendor Responsibilities:

- Provide client invoice for approval before work starts
- Invoices will be sent in a timely fashion to the client

Client Responsibilities:

- Approve Goodhart Group initial punch list
- Interview/choose contractor from Goodhart Group list
- Approve & pay contractor invoices

Signature: ______________________________ Date: ____________________

Signature: ______________________________ Date: ____________________

COMPASS

Disclosure of the Potential for Wire Fraud

There has been a virulent increase in the occurrence of wire fraud in our industry and in other industries in which funds are wired. Hackers target the email accounts of the parties involved in real estate transactions and provide fraudulent wiring instructions to divert funds to the bank account of the hacker. Most of these emails look authentic although they are not. This has impacted the email and bank accounts of settlement and title attorneys, real estate agents, real estate brokerages, mortgage lenders, and many others.

We advise you not to put any personal information in an email. This includes wiring account information, bank account numbers, Social Security numbers, credit card numbers, your date of birth and other sensitive information. If you are involved in a transaction in which you intend to wire money, confirm that the recipient of the wiring instructions is authentic and confirm that the destination of any funds you wire is authentic. Verification of the recipient of wired funds may be done by phone with verification of the account numbers and routing numbers. We recommend that you not call the phone number in a wire request email to verify this information, rather obtain the correct phone number verbally from a trusted source.

Agents and brokers at Compass will never ask you to wire money as we do not hold funds for our clients. We will also never email you directing you to wire money to an account.
This information is provided for your protection.
I acknowledge and understand the above disclosure.

Signed____Date___________________________

Signed____Date___________________________

Seller Instruction

Limited Marketing Office Exclusive

bright MLS

Why market your home through the MLS?

Nearly every home in the area is in Bright's multiple listing service (MLS) database, which enables agents for buyers and renters an equal opportunity to access up-to-date information about properties for sale and rent. **Nearly every website and app relies on Bright for information about the properties for sale and rent.**

Studies by Bright show that sellers can benefit from homes being marketed through Bright's MLS; nearly all homes that start with restricted marketing off Bright's MLS find a buyer only once marketed through the MLS. Bright's research is available at **BrightMLS.com/Research**.

- A **2025 study** found that homes promoted as "exclusives" took longer to sell and gained no price advantage.
- A **2023 study** found that homes not promoted through Bright's MLS sold for less on average than similar homes promoted through Bright's MLS.
- A **2022 study** found that homes sold faster when marketed through Bright's MLS, compared with similar homes sold off-MLS.

Does the MLS automatically send my home's information to the Internet?
If privacy is important, your broker can choose in Bright's system not to send your home's information to the Internet and instead make it available only to the area's licensed real estate agents who subscribe to Bright's service. Alternatively, if you're not ready to show your home yet, your broker can choose to make the property "Coming Soon" in Bright's system.

This form instructs your broker *not* to have your property's information shared through Bright's service. ***If this is correct, then this form must be signed at the same time as the listing agreement.***

By initialing this form, Seller/Landlord acknowledges:

______ I am instructing my broker not to market through the MLS and instead to limit marketing to their own network and methods, per my written instruction.

______ I understand that, by not promoting my home through Bright's multiple listing service (MLS), I am substantially reducing the number of potential buyers/renters and real estate agents who can learn about the property until my home is marketed through Bright's MLS.

By signing below, Seller/Landlord certifies they have read and understand the information in this form.

Property address: ______

Seller/Landlord signature: ______ Date: ______

Seller/Landlord signature: ______ Date: ______

bright MLS

MLS Disclosures and Residential Seller/Landlord Options

Broker/Agent: Compass/Sue Goodhart **Client:** __________ **Date:** __/__/__

[x] **Seller Client** [ ] **Buyer Client** **Address:** __________

WHAT IS BRIGHT MLS?

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright's multiple listing service (MLS). For more information, go to www.brightmls.com/open.

HOW DOES BRIGHT WORK?

Impartial Cooperation Among Agents and Brokers. Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

Open, Transparent Access to Information. You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

What do I need to know about broker fees?
What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. ***Those amounts are not set by law, trade association, or Bright; they are fully negotiable.***

Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees.

If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

Client Initials to Acknowledge Understanding the Above: _____ _____

As the seller/landlord, how will my broker use Bright to market my home?

1: When will your broker allow potential buyers/renters to learn about the property? tbd/tbd/ tbd (date)
Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers (or renters) to learn about the property.

2: How will your broker use Bright? (Initial one applicable option)

_____**2-A. Use Bright to share my home's information with the open market (Internet: Yes)**
Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____**2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)**
Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____**2-C. My home is ready for marketing, but will be ready for showings beginning on** tbd/tbd/ tbd (date)
The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also check one:* **Internet:[x] Yes [ ] No**

_____**2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.**
Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

Bright subscribers complete this form with each client no later than signing a representation agreement. If you reconsider any selection, update this form with your broker. Maintain a copy for your records.

USEFUL INFORMATION ABOUT REAL ESTATE TRANSACTIONS

REALTORS® are real estate licensees who, as members of the National Association of REALTORS® as well as the state and local Associations of REALTORS®, have pledged to the public and to each other that they will adhere to a strict code of ethics and high standards of professionalism, integrity and competence. . REALTORS® are providing you with this information in order to assist you in making informed decisions when purchasing, selling or optioning real estate.

SERVICES Regardless of whom they represent, REALTORS® can provide a variety of information and assistance to all parties in a real estate transaction. For example, REALTORS® can assist customers by performing ministerial acts such as supplying information about available properties and sources of financing, describing and showing properties, assisting in preparing and submitting purchase offers or counteroffers, or providing information about settlement procedures. REALTORS® acting as standard agents are required by Virginia law and by their Code of Ethics to treat all parties honestly and not knowingly give them false information, promptly present all written offers and counteroffers, disclose any adverse material facts actually known to them concerning the physical condition of a property, and offer properties without regard to race, color, religion, sex, handicap, familial status, elderliness, sexual orientation, national origin, or gender identity as well as any other classes protected by Virginia and applicable local jurisdiction.

LEGAL REQUIREMENTS Virginia law requires that in order to be enforceable, all contracts for real property must be in writing. There is a recommended contract form that can be shown to you and that may be modified in any way to accommodate the needs of the parties. You have the opportunity to consult legal counsel concerning the contract as well as any other questions you may have about the various laws concerning real estate transfers that are referenced in the suggested contract form.

FINANCING Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyers have the opportunity to select the lender and to negotiate terms and conditions of the loan. Such terms may be subject to seller's approval and lender's requirements. Borrowers also will be required to obtain a lender's title insurance policy. Buyers may wish to obtain owner's title insurance coverage and may consult an attorney concerning this choice.

INSURANCE The lender may require buyers to buy a hazard insurance policy from the insurance company of their choice, subject to the lender's approval. Buyer should be aware that many factors affect the availability and cost of hazard insurance on the premises. Depending on the insurance company, these factors may include past insurance claims filed on the premises, past insurance claims filed by buyer, and buyer's credit history. In addition, flood insurance may be required on the property. Buyer should contact an insurance agent at the earliest opportunity to arrange for hazard insurance and, if necessary, flood insurance on the property.

BUYER AND SELLER DUTIES UNDER FIRPTA Section 1445 of the Internal Revenue Service (IRS) Code (the Foreign Investment in Real Property Tax Act or "FIRPTA") may impose a duty on a buyer to withhold a percentage (minimum 15%) of the gross sales price when the seller is a "foreign person" for purposes of U.S. income taxation and when the property is located within the United States. A foreign person includes, but is not limited to, nonresident aliens, foreign corporations, foreign partnerships, foreign trusts, and foreign estates. The seller has to check the right box in the Residential Sales Contract and attach a FIRPTA addendum to the contract. In addition, the seller should inform the settlement agent of possible withholding under FIRPTA prior to settlement date. The settlement agent may require the seller and the buyer to execute certain IRS forms, which may include the seller's and the buyer's tax identification number (social security number), and submit the required withholding on behalf of the buyer. Both the seller and the buyer should seek competent legal, tax, and/or financial advice concerning these matters in advance of the settlement date.

MASTER PLANS Prior to execution of a contract, buyers may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, or other facilities. These can be found at the planning offices of various jurisdictions and at some local libraries.

PROPERTY CONDITION AND ENVIRONMENTAL MATTERS Various inspection services and home warranty insurance programs are available, and buyers have the option to include in their offer to purchase a contingency that allows them to employ one or more experts of their choice at their expense to inspect the property and provide them with an analysis of its condition. Buyers normally may also conduct pre-settlement or pre-occupancy "walk-through" inspections of the property, but these inspection may be limited by the terms of the contract. REALTORS® do not have the expertise to advise concerning various conditions including but not limited to: major systems or structures; soil conditions; flood hazard areas; mold or air quality; possible restrictions on the use of the property due to restrictive covenants, zoning, subdivision or environmental laws, easements or other documents; airport or aircraft noise; planned land uses, roads or highways; including but not limited to construction materials and/or hazardous materials such as flame retardant treated plywood (FRT), radon, urea formaldehyde insulation (UFFI), polybutylene pipes, asbestos, synthetic stucco/EIFS, underground storage tanks, defective drywall or lead-based paint. Information about these issues may be obtained from appropriate governmental agencies such as the United States Environmental Protection Agency (EPA), the Virginia Department of Health, or local planning offices or health departments.

HOME ENERGY EFFICIENCY INFORMATION Buyers may wish to consider the energy efficiency of any new or existing home prior to the conclusion of the sale. Hiring an energy audit professional certified by the Residential Energy Services Network (www.RESNET.us) or the Building Performance Institute (www.BPI.org) to perform an energy audit can be an invaluable step toward helping prospective buyers understand the energy efficiency level of the home they are considering buying. Energy and water consumption patterns in the home can also add to understanding the efficiency levels of home systems, although personal behaviors must also be considered when evaluating this data.

RESPONSIBILITY Each party to a real estate transaction should carefully read 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. REALTORS® can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional. If you have any questions about the roles and responsibilities of REALTORS® or about any other material presented here, please do not hesitate to ask for more information. You should also exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2 -387 et. seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange at http://sex-offender.vsp.virginia.gov/sor/.

TYPES OF REAL ESTATE REPRESENTATION In an individual real estate transaction, if a brokerage firm ("Broker") has a contractual obligation to represent a buyer or a seller ("Client"), then the Broker shall promote the interest of the Client by exercising ordinary care and by:

(a) performing the terms of their contractual agreement;

(b) conducting marketing activities on behalf of the Client as provided in their brokerage agreement;

(c) assisting the Client in drafting and negotiating offers and counteroffers, amendments, addenda, and in establishing strategies to accomplish the Client's goals;

(d) obtaining a transaction at a price and terms acceptable to the Client;

(e) presenting in a timely manner all written offeror counter offers to and from the Client;

(f) disclosing to the Client all material facts related to the property or concerning the transaction of which they have actual knowledge; and

(g) accounting for, in a timely manner, all money and property received in which the Client has or may have an interest.

Unless otherwise provided by law or the Client consents in writing to the release of information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Client, if that information is received from the Client during the brokerage relationship.

In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective buyers and sellers honestly and not knowingly give false information, and the Broker representing a buyer shall disclose whether or not the buyer's intent is to occupy the property as a principal residence. In addition, the Broker may show the same property to different buyer clients, represent sellers as well as buyers, or provide assistance to a seller or a buyer who is not a client by performing ministerial acts that are not in consistent with the Broker's duties to the Client.

Seller representation occurs when sellers contract to use the services of their own Broker (known as a seller representative) to act on their behalf. Sellers may engage a Broker who provides standard services (§54.1-2131) or limited services (§54.1-2138.1). Your REALTOR® can provide you with more information about those options.

Buyer representation occurs when buyers contract to use the services of their own Broker (known as a buyer representative) to act on their behalf. Buyers may engage a Broker who provides standard services (§54.1-2132) or limited services (§54.1-2138.1). Your REALTOR® can provide you with more information about those options.

Dual representation occurs when a buyer and seller in one transaction are represented by the same Broker and the same sales associate. When the parties agree to dual representation, the ability of the Broker and the sales associate to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above.

Designated representation occurs when a buyer and seller in one transaction are represented by different sales associates affiliated with the same Broker. Each of these sales associates, known as a designated representative, represents fully the interests of a different client in the same transaction. Designated representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each designated representative is bound by the confidentiality requirements as above. The Broker remains a dual representative.

_____________ / _____________________________ _____________ / _____________________________
Date Signature Date Signature

_____________ / _____________________________ _____________ / _____________________________
Date Signature Date Signature