



Venta Residencial de Virginia
Contrato y descripción general

Con vigencia a partir del 1
de enero de 2021

mbh.com
703-277-6800

COMPRENSIÓN DEL CONTRATO DE VENTA RESIDENCIAL

Lo siguiente es una descripción general de cada disposición del Contrato de Venta Residencial (Virginia), vigente a partir del 1 de enero de 2021:

PREÁMBULO: el preámbulo es la sección del Contrato que contiene espacios en blanco para que el Comprador inserte la **Fecha de Oferta e identifique a las partes del Contrato (Comprador(es) y Vendedor(s))**. Esta sección también proporciona espacio para que las partes especifiquen la Empresa que Cotiza en la Lista y la Empresa Vendedora.

1. BIENES INMUEBLES: el primer párrafo del Contrato detalla, con especificidad, la Propiedad que se transfiere.

2. PRECIO Y FINANCIAMIENTO ESPECIFICADO: los términos de financiamiento de la transacción, así como el precio de venta y la subvención del vendedor, se describen en este párrafo. El Comprador puede indicar el pago inicial y el(los) monto(s) de financiamiento en montos en dólares o porcentajes del precio de venta. Existen disposiciones para que el Comprador obtenga una primera Escritura de Fideicomiso, una segunda Escritura de Fideicomiso o un Fideicomiso del Vendedor. La subvención del vendedor puede ser un monto específico en dólares o un porcentaje del precio de venta. Aquí es también donde las partes notificarían que el Financiamiento de Imprevistos se adjunta al Contrato.

3. DEPÓSITO: este párrafo detalla el depósito de garantía que el Comprador proporciona al Agente Recaudador en forma de cheque o pagaré. El Agente de Ventas generalmente se elige como Agente Recaudador; sin embargo, se puede seleccionar un Agente Registrador de Operaciones Inmobiliarias u otra parte. El Comprador también debe seleccionar si el depósito de garantía se ha entregado al Agente Recaudador en el momento de la ratificación del contrato o antes, o si se entregará un número definido de días después de la ratificación.

4. ACUERDO: el párrafo del Acuerdo establece la fecha de la acuerdo y el agente registrador de operaciones inmobiliarias. También notifica a los Compradores su derecho a elegir el agente registrador de operaciones inmobiliarias de acuerdo con la Ley de Agentes Registradores de Bienes Raíces ("RESAA").

5. PAGO INICIAL: el saldo de todo el dinero adeudado por el Comprador debe pagarse al cierre con fondos certificados o fondos bancarios (no con cheques personales). Si el Comprador va a utilizar una cesión de fondos en el momento del acuerdo (generalmente de la venta de otra propiedad inmediatamente antes del acuerdo de la compra), se debe obtener el consentimiento por escrito del Vendedor.

6. ENTREGA: este párrafo especifica los requisitos generales de entrega bajo el Contrato (excepto la entrega de documentos de conformidad con la Ley de Asociación de Propietarios de Propiedades de Virginia y la Ley de Condominios de Virginia). Las partes seleccionan los métodos de entrega permitidos y completan los espacios en blanco con la correspondiente dirección física, dirección de correo electrónico y/o número de fax. (A diferencia de las versiones anteriores del contrato, ya no existe el mandato de enviar copias de cortesía a los Agentes).

7. LEY DE DIVULGACIÓN DE PROPIEDAD RESIDENCIAL DE VIRGINIA: el Vendedor debe entregar una declaración de divulgación antes de aceptar el Contrato (a menos que la propiedad esté exenta). Si la divulgación se entrega al Comprador después de la Fecha de Ratificación, el Comprador tendrá el derecho limitado de rescindir el contrato sujeto a las disposiciones de la Ley.

8. LEY DE ASOCIACIÓN DE PROPIETARIOS DE VIRGINIA: el vendedor debe obtener un Paquete de Divulgación de la Asociación por parte la asociación y proporcionárselo al Comprador. El Comprador proporciona en el contrato una dirección preferida para la entrega del Paquete de Divulgación tanto por medios electrónicos como en papel. A continuación, el vendedor puede elegir la dirección a la que entregar el Paquete de divulgación. Esta sección también establece el derecho del Comprador a cancelar el Contrato después de recibir (o antes de recibir) el Paquete de Divulgación, sujeto a los períodos de tiempo definidos en la Ley. Hay más información disponible en un formulario adicional titulado "Comprensión de sus Derechos según la Ley de Condominios/Ley de Asociación de Propietarios de Virginia".

9. LEY DE CONDOMINIO DE VIRGINIA: el Vendedor debe obtener un Certificado de Reventa de parte de la asociación y entregárselo al Comprador. El Comprador proporciona en el contrato una dirección preferida para la entrega del Certificado de Reventa tanto por medios electrónicos como en papel. A continuación, el vendedor puede elegir la dirección a la que entregar

el Certificado de Reventa. Esta sección también establece el derecho del Comprador a cancelar el Contrato luego de recibir el Certificado de Reventa, sujeto a los períodos de tiempo definidos en la Ley. Hay más información disponible en un formulario adicional titulado "Comprensión de sus Derechos según la Ley de Condominios/Ley de Asociación de Propietarios de Virginia".

10. MANTENIMIENTO Y ESTADO DE LA PROPIEDAD: el vendedor debe entregar la propiedad en "básicamente la misma condición física" que en la fecha especificada en el contrato, y "en buenas condiciones de limpieza y quitar toda la basura y los escombros". Este párrafo también señala que, salvo que se especifique lo contrario en el Contrato, "la propiedad, incluidos los dispositivos eléctricos, de plomería y existentes, calefacción, aire acondicionado, equipos y accesorios, deberán transferirse en TAL COMO SE ENCUENTRA a la fecha especificada". Algunas sugerencias para abordar esta disposición incluyen las siguientes:

- a) El estado de la Propiedad debe verificarse en la fecha especificada en este párrafo.
- b) El recorrido de inspección está destinado a ser una verificación rápida de los principales sistemas/aparatos; no es una nueva "inspección de la vivienda".
- c) No espere hasta el último minuto para realizar el recorrido de inspección, ya que esto puede retrasar su Acuerdo y no deja suficiente tiempo para reparar elementos que pueden necesitar ser reparados antes del Acuerdo.
- d) Asegúrese de que el Vendedor deje los servicios públicos activos a través del Acuerdo.

También hay casillas de verificación para indicar si el Contrato depende de una Inspección de Vivienda.

11. ACCESO A LA PROPIEDAD: el Vendedor debe proporcionar acceso razonable al Comprador, Agente, inspectores, representantes del Prestamista, etc. para cumplir con el Contrato. Se pueden realizar recorridos de inspección dentro de los 7 días anteriores al acuerdo y/u ocupación.

12. SERVICIOS PÚBLICOS AGUA, ALCANTARILLADO, CALEFACCIÓN Y AIRE ACONDICIONADO CENTRAL: hay varias casillas de verificación para describir el sistema de agua, alcantarillado, sistema de desechos, calefacción y aire acondicionado de la Propiedad. Si el Vendedor revela que se ha otorgado una exención séptica en la propiedad, el comprador debe revisar los requisitos reglamentarios y el costo asociado con la reparación del sistema de alcantarillado. Las Exenciones del Sistema Séptico de la Junta Estatal de Salud no son transferibles.

13. BIENES MUEBLES Y EQUIPAMIENTO: esta sección contiene una lista detallada de varios bienes muebles y equipamiento que se transferirán con la Propiedad. Marque CADA artículo "Sí" o "No" y si se transferirá más de uno, complete el número de cada artículo que transferirá.

14. FIRPTA - IMPUESTOS DE RETENCIÓN PARA VENEDORES EXTRANJEROS: esta sección requiere que el Vendedor revele si es Ciudadano estadounidense o Residente Legal Permanente. De lo contrario, se requiere un anexo adicional en el contrato.

15. DECLARACIONES DEL COMPRADOR: se debe marcar la casilla correcta para determinar si el Comprador ocupará o no la Propiedad como residencia principal.

16. DETECTORES DE HUMO: el Vendedor debe entregar la Propiedad con detectores de humo instalados y funcionando de acuerdo con las regulaciones aplicables.

17. PROPÓSITO DE VIVIENDA CON PINTURA A BASE DE PLOMO: el Vendedor deberá revelar si alguna parte de la casa o condominio fue construida antes del 1 de enero de 1978. Si es así, se requerirá una Divulgación de Pintura a Base de Plomo, la cual se adjuntará al Contrato.

18. INSPECCIÓN DE INSECTOS QUE DESTRUYEN MADERA: las partes pueden elegir quién será responsable de los gastos iniciales de la Inspección de Plagas. El Vendedor será responsable de cualquier tratamiento de cualquier infestación de insectos destructores de la madera, y cualquier reparación indicada en el informe de inspección se hará a cargo del Vendedor, y el Vendedor proporcionará evidencia por escrito de dicho tratamiento o reparación antes del Acuerdo.

19. DAÑO O PÉRDIDA: el Vendedor es responsable del riesgo de pérdida o daño a la propiedad hasta la entrega de la escritura al Comprador en el Acuerdo.

20. TÍTULO DE PROPIEDAD: si el informe de título de propiedad y la encuesta no están disponibles en la Fecha del Acuerdo, el Acuerdo puede demorarse hasta 10 días hábiles para obtener la información; a partir de entonces, el Vendedor tiene la opción de rescindir el Contrato. Si el título de propiedad no es bueno, comercializable y asegurable en la Fecha del Acuerdo, el Comprador tiene la opción de declarar nulo el Contrato o puede buscar todos los recursos disponibles por ley. Alternativamente, las partes pueden acordar mutuamente extender la Fecha del Acuerdo. Si se requiere alguna acción para perfeccionar el título de propiedad, el Vendedor debe tomarla de inmediato a expensas del Vendedor.

21. AVISO DE POSIBLE PRESENTACIÓN DEL DERECHO DE RETENCIÓN DE UN MECÁNICO: esta sección advierte al Comprador que se puede presentar un derecho de retención de un mecánico después del acuerdo por el trabajo realizado antes del acuerdo.

22. FECHA DE POSESIÓN: a menos que se acuerde lo contrario por escrito, el Comprador toma posesión de la propiedad en el Acuerdo y el Vendedor debe entregar las llaves, llaveros, códigos y llaves digitales.

23. TARIFAS: esta sección analiza las tarifas de acuerdo y registro que deben pagar el Vendedor y el Comprador en el Acuerdo.

24. HONORARIO DE LOS AGENTES: las partes acuerdan que la compensación de los agentes será la compensación prevista en la Nota de Encargo de Intermediación, y la parte desembolsada a la Compañía Vendedora será la que se establezca a la fecha de la oferta (ver sección Preámbulo).

25. AJUSTES: las cuotas de alquiler, impuestos, alcantarillado, agua, HOA/condominio se prorratan a partir de la Fecha del Acuerdo.

26. HONORARIOS DEL ABOGADO: si surge una disputa con respecto al Contrato, la parte afectada tiene derecho a recibir el reembolso de los gastos legales razonables de la parte que incumple.

27. CUMPLIMIENTO: este párrafo detalla la oferta suficiente de cumplimiento bajo el Contrato. El cumplimiento del Contrato puede ayudar a preservar el derecho a indemnización por daños y perjuicios de la parte cumplidora. Como mínimo, el Comprador debe tener:

- Un cheque emitido por un banco (pagadero a *MBH Settlement Group*) y/o fondos transferidos ENTREGADO en o antes de la Fecha del Acuerdo al Agente Registrador de Operaciones Inmobiliarias
- Póliza de seguro contra riesgos y un recibo pagado del seguro ENTREGADO al prestamista en o antes del acuerdo; y
- Un paquete de préstamo y financiamiento del prestamista en el Acuerdo.

28. INCUMPLIMIENTO: incluso si el Financiamiento de Imprevistos no se ha eliminado, el Comprador puede incurrir en incumplimiento si el Acuerdo no se produce en la Fecha del Acuerdo por cualquier motivo que no sea un incumplimiento por parte del Vendedor. En caso de que el Comprador incurra en incumplimiento, el depósito del Comprador puede estar en riesgo. Además, el Comprador debe saber de que el depósito de garantía puede no ser el límite de la responsabilidad del Comprador en caso de incumplimiento.

29. OTRAS DIVULGACIONES: se recomienda al Vendedor y al Comprador que lean el Contrato y verifiquen que los términos marcados reflejan con precisión sus intenciones. Además, se advierte a las partes que los Agentes pueden brindar asesoría en asuntos inmobiliarios, pero que se debe buscar asesoría fiscal y legal de los profesionales apropiados.

Subpárrafo 31A — Condición de la propiedad: esta sección notifica al Comprador que hay ciertos servicios de inspección de viviendas y programas de garantía de viviendas disponibles.

Subpárrafo 31B — Requisitos legales: esta sección recuerda a las partes que los contratos para la venta de bienes inmuebles deben ser por escrito y, una vez ratificado, el Contrato debe entregarse para que sea legalmente vinculante.

Subpárrafo 31C — Financiamiento: esta sección establece que el Comprador tiene derecho a seleccionar el prestamista de su elección.

Subpárrafo 31D — Agente: esta es una divulgación de que el agente de bienes raíces se contrata únicamente como agente de bienes raíces y no es un experto en otros campos, incluidos los legales, fiscales o asuntos relacionados con la condición de la propiedad.

Subpárrafo 31E — Impuestos sobre la propiedad: esta sección alerta al Comprador de que la factura del impuesto sobre la propiedad podría aumentar después del Acuerdo.

Subpárrafo 31F — Seguro de la propiedad: esta sección avisa al Comprador de que el seguro de la propiedad, aunque generalmente es un requisito para adquirir financiamiento, puede ser difícil de obtener.

Subpárrafo 31G — Seguro del título de propiedad: esta sección trata sobre el seguro del título de propiedad y establece que, para el seguro del título de propiedad del propietario, el Comprador y el Vendedor requieren que el prestamista del Comprador cotice las tarifas de la póliza mejorada.

30. CESIÓN: el Contrato no se puede ceder sin el permiso por escrito del Vendedor y el Comprador (una cesión permite al Comprador sustituir a otro Comprador en su lugar).

31. DEFINICIÓN: esta sección define ciertos términos tal como se utilizan en el Contrato. La definición de “Días” es de particular importancia.

32. VARIOS: este párrafo notifica a las partes que las firmas en una o más contrapartes pueden, juntas, formar un documento.

33. CONTRATO ANULADO: si el Contrato se anula y ninguna de las partes ha incumplido, las partes ejecutarán inmediatamente una liberación y el depósito se devolverá al Comprador.

34. GARANTÍA DE VIVIENDA: una garantía de vivienda generalmente protege los sistemas y electrodomésticos del hogar durante el plazo de un año después del Acuerdo. En esta sección, marque “Sí” o “No”, indique la parte que pagará la garantía de la vivienda, la parte que elegirá la garantía de la vivienda y el costo máximo.

35. EL TIEMPO HACE A LA ESENCIA DEL CONTRATO: esta disposición significa que las partes de la transacción deben cumplir con sus obligaciones de manera diligente y oportuna. Existe una excepción para proteger al Comprador del incumplimiento si el acuerdo se retrasa como resultado de las obligaciones reglamentarias del prestamista del Comprador.

36. ARBITRAJE: no se excluye el arbitraje.

37. PARTES CON LICENCIA DE BIENES RAÍCES: divulgación que indica si el Comprador o el Vendedor, o alguien relacionado con las partes en la transacción, es un agente de bienes raíces con licencia.

38. ACUERDO COMPLETO: de conformidad con esta disposición, el Contrato sobrevivirá a la ejecución de la escritura, lo que significa que incluso después del Acuerdo, las disposiciones incluidas en él siguen siendo legalmente vinculantes. Las declaraciones y acuerdos verbales pueden no ser ejecutables. Finalmente, la ley que rige es la de la jurisdicción donde se encuentra la Propiedad.

30. ADICIONES: enumera anexos adicionales (no exclusivos) con casillas de verificación, que pueden ser parte del Contrato.

40. DIVULGACIÓN DEL PRECIO DE VENTA AL TASADOR: los agentes están autorizados a divulgar el precio de venta a cualquier tasador que los contacte.

41. OTROS TÉRMINOS: espacios en blanco para que las partes establezcan otros términos del Contrato.

RESIDENTIAL SALES CONTRACT (Virginia)

This sales contract ("Contract") is offered on _____ ("Date of Offer") between _____ ("Buyer") and _____ ("Seller") who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction _____ ("Listing Brokerage") represents Seller, and _____ ("Cooperating Brokerage") represents Buyer **OR** Seller. The Listing Brokerage and Cooperating Brokerage are collectively referred to as "Broker." (If the brokerage firm is acting as a dual representative for both Seller and Buyer, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. REAL PROPERTY. Buyer will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):

TAX Map/ID # _____ Legal Description: Lot(s) _____
 Section _____ Subdivision or Condominium _____
 Parking Space(s) # _____ County/Municipality _____
 Deed Book/Liber # _____ Page/Folio # _____
 Street Address _____
 Unit # _____ City _____ ZIP Code _____

2. PRICE AND FINANCING. (Any % are percentages of Sales Price)

A. Down Payment. \$ _____ or % _____

B. Financing.

1. First Trust (if applicable) \$ _____ or % _____

Conventional VA FHA
 USDA Other: _____

2. Second Trust (if applicable) \$ _____ or % _____

3. Seller Held Trust (if applicable) \$ _____ or % _____

TOTAL FINANCING \$ _____ or % _____

SALES PRICE \$ _____

C. Seller Subsidy. (LESS) \$ _____ or % _____

D. Financing Contingency and Application. This Contract is (addendum attached) **OR** is not contingent on financing. If this Contract is contingent on financing: (i) Buyer will make written application for the financing and any lender-required property insurance no later than seven (7) days after Date of Ratification; (ii) Buyer grants permission for Cooperating Brokerage and the lender to disclose to Listing Brokerage and Seller general information available about the progress of the loan application and loan approval process; and (iii) Seller agrees to comply with reasonable lender requirements.

3. **DEPOSIT.** Buyer’s deposit (“Deposit”) in the amount of \$ _____ check/bank-wired funds; and/or \$ _____ by note due and payable on _____ shall be held by _____ (“Escrow Agent”). Buyer has delivered Deposit to Escrow Agent **OR** will deliver Deposit to Escrow Agent by _____ days after Date of Ratification.

If the Escrow Agent is a Virginia Real Estate Board (“VREB”) licensee, the parties direct Escrow Agent to place Deposit in an escrow account by the end of the fifth business banking day following receipt or following Date of Ratification, whichever is later. If Escrow Agent is not a VREB licensee, Deposit will be placed in an escrow account of Escrow Agent after Date of Ratification in conformance with the laws and regulations of Virginia and/or if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from Deposit. Deposit will be held in escrow until: (i) credited toward Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by law. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of Deposit or on account of failure to disburse Deposit, except in the event of Escrow Agent’s gross negligence or willful misconduct.

4. **SETTLEMENT.** Seller and Buyer will make full settlement in accordance with the terms of this Contract (“Settlement”) on, or with mutual consent before, _____ (“Settlement Date”) except as otherwise provided in this Contract. If Settlement Date falls on a Saturday, Sunday, or legal holiday, then Settlement will be on the prior business day.

NOTICE TO BUYER REGARDING THE REAL ESTATE SETTLEMENT AGENTS ACT (“RESAA”) Choice of Settlement Agent: You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent’s role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the Settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement agent can provide legal advice to any party to the transaction except a Settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Real Estate Settlement Agents Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and Settlement service guidelines: The Virginia State Bar issues guidelines to help Settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, Settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Real Estate Settlement Agents Act.

Buyer designates _____ (“Settlement Agent”).

Buyer agrees to contact Settlement Agent within ten (10) Days of Date of Ratification to schedule Settlement. Settlement Agent shall order the title exam and survey if required. To facilitate Settlement Agent’s preparation of various closing documents, including any Closing Disclosure, Buyer hereby authorizes Settlement Agent to send such Closing Disclosure to Buyer by electronic means and agrees to provide Settlement Agent Buyer’s electronic mail address for that purpose only.

5. **DOWN PAYMENT.** The balance of the down payment will be paid on or before Settlement Date by certified or cashier's check or by bank-wired funds as required by Settlement Agent. An assignment of funds shall not be used without prior written consent of Seller.
6. **DELIVERY.** This paragraph specifies the general delivery requirements under this Contract. For delivery of property or condominium owner's association documents see the VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT and/or VIRGINIA CONDOMINIUM ACT paragraphs of this Contract. Delivery of the Notice pursuant to the Virginia Residential Property Disclosure Act is addressed in the VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT paragraph.

Delivery ("Delivery," "delivery," or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, by facsimile, or email transmission. The parties agree that Delivery will be deemed to have occurred on the day: delivered by hand, delivered by a professional courier service (including overnight delivery service) or by United States mail with return receipt requested, or sent by facsimile or email transmission, either of which produces a tangible record of the transmission.

Deliveries will be sent as follows:

A. Addressed to Seller at **Property address unless otherwise specified below** by United States mail, hand delivery or courier service **OR** fax **OR** email (check all that apply):

To Seller: _____

B. Addressed to Buyer by United States mail, hand delivery or courier service **OR** fax **OR** email (check all that apply):

To Buyer: _____

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in this Contract.

7. **VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT.** The Virginia Residential Property Disclosure Act requires Seller to deliver a disclosure statement prior to the acceptance of this Contract unless the transfer of Property is exempt. The law requires Seller, on a disclosure statement provided by the Real Estate Board, to state that Seller makes no representations or warranties concerning the physical condition of the Property and to sell the Property "as is," except as otherwise provided in this Contract.

If the disclosure statement is delivered to Buyer after Date of Ratification, Buyer's sole remedy shall be to terminate this Contract at or prior to the earliest of (i) three (3) days after delivery of the disclosure statement in person; (ii) five (5) days after the postmark if the disclosure statement is sent by United States mail, postage prepaid, and properly addressed to Buyer; (iii) settlement upon purchase of Property; (iv) occupancy of Property by Buyer; (v) Buyer making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan; or (vi) the execution by Buyer after receiving the disclosure statement of a written waiver of Buyer's right of termination separate from this Contract.

Written Notice of termination may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Buyer retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Buyer; (iii) sent by electronic means to the facsimile number or electronic mailing address provided

by Seller in the DELIVERY paragraph, provided that Buyer retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service; (iv) overnight delivery using a commercial service or the United States Postal Service.

Any such termination shall be without penalty to Buyer, and any deposit shall be promptly returned to Buyer.

8. VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT. Seller represents that the Property is **OR** is not located within a development that is subject to the Virginia Property Owners' Association Act ("POA Act" or "Act" solely in this Paragraph).

A. Section 55.1-1808(B) of the Act requires the following contract language:

Subject to the provisions of subsection A of §55.1-1814, an owner selling a lot shall disclose in the contract that (i) the lot is located within a development that is subject to the Virginia Property Owners' Association Act (§55.1-1800 et seq.); (ii) the Property Owners' Association Act (§55.1-1800 et seq.) requires the seller to obtain from the property owners' association an association disclosure packet and provide it to the purchaser; (iii) the purchaser may cancel the contract within three days, or up to seven days if extended by the ratified real estate contract, after receiving the association disclosure packet or being notified that the association disclosure packet will not be available; (iv) if the purchaser has received the association disclosure packet, the purchaser has a right to request an update of such disclosure packet in accordance with subsection H of §55.1-1810 or subsection D of §55.1-1811, as appropriate; and (v) the right to receive the association disclosure packet and the right to cancel the contract are waived conclusively if not exercised before settlement.

Pursuant to §55.1-1808 and for purposes of this Paragraph, "ratified real estate contract" includes any addenda to this Contract.

B. For delivery of the Packet or the Notice of non-availability of the Packet, Buyer prefers delivery at _____ if electronic
or _____ if hard copy.

9. VIRGINIA CONDOMINIUM ACT. Seller represents that the Property is **OR** is not a condominium unit subject to the Virginia Condominium Act (the "Condominium Act" or "Act" solely in this Paragraph).

A. Section §55.1-1990(B) of the Act requires the following contract language:

In the event of any resale of a condominium unit by a unit owner other than the declarant, and subject to the provisions of subsection F and subsection A of §55.1-1972, the unit owner shall disclose in the contract that (i) the unit is located within a development which is subject to the Condominium Act, (ii) the Condominium Act requires the seller to obtain from the unit owners' association a resale certificate and provide it to the purchaser, (iii) the purchaser may cancel the contract within three days, or up to seven days if extended by the ratified real estate contract, after receiving the resale certificate or being notified that the resale certificate will not be available, (iv) if the purchaser has received the resale certificate, the purchaser has a right to request a resale certificate update or financial update in accordance with §55.1-1992, as appropriate, and (v) the right to receive the resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

Pursuant to §55.1-1990 and for purposes of this Paragraph, “ratified real estate contract” includes any addenda to this Contract.

B. For delivery of the Certificate or the Notice of non-availability of the Certificate, Buyer prefers delivery at _____ if electronic or _____ if hard copy.

10. PROPERTY MAINTENANCE AND CONDITION. Except as otherwise specified herein, Seller will deliver Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of Date of Offer **OR** Date of home inspection **OR** Other: _____. Seller will have all utilities in service through Settlement or as otherwise agreed. Buyer and Seller will not hold Broker liable for any breach of this Paragraph.

Buyer acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum attached)

OR

Buyer waives the opportunity to make this Contract contingent upon home inspection(s).

Buyer acknowledges that except as otherwise specified in this Contract, Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its AS-IS condition as of the date specified above.

11. ACCESS TO PROPERTY. Seller will provide Broker, Buyer, inspectors representing Buyer, and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Buyer and/or Buyer’s representative will have the right to make walk-through inspection(s) within seven (7) days prior to Settlement and/or occupancy, unless otherwise agreed to by Buyer and Seller.

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

Water Supply: Public Private Well Community Well
 Hot Water: Oil Gas Elec. Other _____
 Air Conditioning: Oil Gas Elec. Heat Pump Other _____ Zones ____
 Heating: Oil Gas Elec. Heat Pump Other _____ Zones ____
 Sewage Disposal: Public Septic for # BR ____ Community Septic Alternative Septic for # BR: ____
 Septic Waiver Disclosure provided by Seller (if applicable) per VA Code §32.1-164.1:1. State Board of Health septic system waivers are not transferable.

13. 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, 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, 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. If more than one of an item conveys, the number of items is noted.

The items marked YES below are currently installed or offered.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input type="checkbox"/>		Freezer	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>		Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>		Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>		Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>		Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>		w/ remote	<input type="checkbox"/>	<input type="checkbox"/>		Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>		Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>		Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>		Hot Tub, Equip & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>		Cooktop	<input type="checkbox"/>	<input type="checkbox"/>		Intercom	<input type="checkbox"/>	<input type="checkbox"/>		Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>		Window Fan
<input type="checkbox"/>	<input type="checkbox"/>		Disposer	<input type="checkbox"/>	<input type="checkbox"/>		Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>		Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>		Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>		Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>		Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

OTHER _____

FUEL TANKS. Fuel Tank(s) Leased # _____ Fuel Tank(s) Owned (Fuel Tank(s), if owned, convey) # _____. Unless otherwise agreed to in writing, any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. _____

LEASED ITEMS. Any leased items, systems or service contracts (including, but not limited to, 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: _____

14. IRS/FIRPTA – WITHHOLDING TAXES FOR FOREIGN SELLER. Seller is **OR** is not a “Foreign Person,” as defined by the Foreign Investment in Real Property Tax Act (FIRPTA). If Seller is a Foreign Person, Buyer may be required to withhold and pay to the Internal Revenue Service (IRS) up to fifteen percent (15%) of the Sales Price on behalf of the Seller and file an IRS form which includes both Seller and Buyer tax identification numbers. The parties agree to cooperate with each other and Settlement Agent to effectuate the legal requirements. If Seller’s proceeds are not sufficient to cover the withholding obligations under FIRPTA, Seller may be required to pay at Settlement such additional certified funds necessary for the purpose of making such withholding payment.

15. BUYER’S REPRESENTATIONS. Buyer will **OR** will not occupy Property as Buyer’s principal residence. **Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.** Buyer acknowledges that Seller is relying upon all of Buyer’s representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker, or the lender by Buyer.

16. SMOKE DETECTORS. Seller shall deliver Property with smoke detectors installed and functioning in accordance with the laws and regulations of Virginia.

17. TARGET LEAD-BASED PAINT HOUSING. Seller represents that any residential dwellings at Property were **OR** were not constructed before 1978. If the dwellings were constructed before

1978, then, unless exempt under 42 U.S.C. 4852d, Property is considered “target housing” under the statute and a copy of the “Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards” has been attached and made a part of the Contract as required by law. Buyer does **OR** does not waive the right to a risk assessment or inspection of Property for the presence of lead-based paint and/or lead-based paint hazards. If not, a copy of the Sales Contract Addendum for Lead-Based Paint Testing is attached to establish the conditions for a lead-based paint risk assessment or inspections.

- 18. WOOD-DESTROYING INSECT INSPECTION.** None Buyer at Buyer’s expense **OR** Seller at Seller’s expense will furnish a written report from a pest control firm dated not more than 90 days prior to Settlement showing that all dwelling(s) and/or garage(s) within Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of live wood-destroying insects and free from visible damage. Any treatment and repairs for damage identified in the inspection report will be made at Seller’s expense and Seller will provide written evidence of such treatment and/or repair prior to date of Settlement which shall satisfy the requirements of this Paragraph.
- 19. DAMAGE OR LOSS.** The risk of damage or loss to Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the deed of conveyance to Buyer at Settlement.
- 20. TITLE.** The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to ten (10) business days to obtain the title report and survey after which this Contract, at the option of Seller, may be terminated and Deposit will be refunded in full to Buyer according to the terms of the DEPOSIT paragraph. Fee simple title to Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by Buyer.

Seller will convey title which is good, marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by Seller at Seller’s expense. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any, as of Settlement Date. If title is not good and marketable, and insurable by a licensed title insurance company with no additional risk premium, on Settlement Date, Buyer may at Buyer’s option either (a) declare the Contract void in writing, or (b) pursue all available legal and equitable remedies. Nothing herein shall prohibit the parties from mutually agreeing to extend Settlement Date under terms acceptable by both parties.

Seller will convey Property by general warranty deed with English covenants of title (“Deed”). The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title.

Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes Settlement Agent to obtain pay-off or assumption information from any existing lenders. Unless otherwise agreed to in writing, Seller will pay any special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners’ association, homeowners’ or property owners’ association or actions in any court on account thereof, against or affecting Property on Settlement Date. Broker is hereby expressly released from all liability for damages by reason of any defect in the title.

- 21. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN.** Code of Virginia Section 43-1 et seq. permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 Days from the last day of the month in which the lienor last performed work or furnished materials; or (ii) 90 Days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.
- 22. POSSESSION DATE.** Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of Property at Settlement, including delivery of keys, key fobs, codes, digital keys, if any. If Seller fails to do so and occupies Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of Property. Seller will pay any damages and costs incurred by Buyer including reasonable attorney fees.
- 23. FEES.** Fees for the preparation of the Deed, that portion of Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which Property is located. Grantor's tax, as well as any Regional Congestion Relief Fee and Regional WMATA Capital Fee (applicable in Alexandria City, Arlington, Fairfax, Loudoun and Prince William Counties and all cities contained within) shall be paid by Seller. Buyer shall pay recording charges for the Deed and any purchase money trusts.
- 24. BROKER'S FEE.** Seller irrevocably instructs Settlement Agent to pay Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the compensation offered by Listing Brokerage to Cooperating Brokerage in writing as of the Date of Offer, and the remaining amount of Broker's compensation to Listing Brokerage.
- 25. ADJUSTMENTS.** Rents, taxes, water and sewer charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the Date of Settlement. Taxes, general and special, are to be adjusted according to the most recent property tax bill(s) for Property issued prior to Settlement Date, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by Seller or allowance made at Settlement. If a loan is assumed, interest will be adjusted to the Settlement Date and Buyer will reimburse Seller for existing escrow accounts, if any.
- 26. ATTORNEY'S FEES.**
- A.** If any Party breaches this Contract and a non-breaching Party retains legal counsel to enforce its rights hereunder, the non-breaching Party shall 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 this Contract, 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 this Contract, then all such

breaching Parties shall bear their own costs, unless the tribunal determines that one or more parties is a “Substantially Prevailing Party,” in which case any such Substantially Prevailing Party shall 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 this Agreement, whether or not suit is filed, and in obtaining, enforcing and/or defending any judgment related thereto.

B. In the event a dispute arises resulting in the Broker (as used in this paragraph to include any agent, licensee, or employee of Broker) being made a party to any litigation by Buyer or by Seller, the Parties agree that the Party who brought Broker into litigation shall indemnify the Broker for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against the Broker.

27. PERFORMANCE. Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

28. DEFAULT. If Buyer fails to complete Settlement for any reason other than Default by Seller, Buyer shall be in Default and, at the option of Seller, Deposit may be forfeited to Seller as liquidated damages and not as a penalty. In such event, Buyer shall be relieved from further liability to Seller. If Seller does not elect to accept Deposit as liquidated damages, Deposit may not be the limit of Buyer’s liability in the event of a Default. Buyer and Seller knowingly, freely and voluntarily waive any defense as to the validity of liquidated damages under this Contract, including Seller’s option to elect liquidated damages or pursue actual damages, or that such liquidated damages are void as penalties or are not reasonably related to actual damages.

If Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Broker may accept, and Seller agrees to pay, Broker one-half of Deposit in lieu of Broker’s Fee (provided Broker’s share of any forfeited Deposit will not exceed the amount due under the listing agreement).

If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Seller shall be in Default and Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Seller or Buyer refuses to execute a release of Deposit (“Release”) when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including, without limitation, reasonable attorney’s fees, incurred by the other party in the litigation. Seller and Buyer agree that no Escrow Agent will have any liability to any party on account of disbursement of Deposit or on account of failure to disburse Deposit, except only in the event of Escrow Agent’s gross negligence or willful misconduct. The parties further agree that Escrow Agent will not be liable for the failure of any depository in which Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse Deposit, except in the case of Escrow Agent’s gross negligence or willful misconduct.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, Appraisal, survey and the Broker’s Fee in full.

29. OTHER DISCLOSURES. Buyer and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Buyer and Seller are further advised to seek appropriate professional advice concerning the condition of Property or tax and insurance matters. The following provisions of this Paragraph disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

A. Property Condition. Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: water quality and quantity (including but not limited to, lead and other contaminants); sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including but without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

B. Legal Requirements. All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing for such changes to be enforceable.

C. Financing. Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. Buyer has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

D. Broker. Buyer and Seller acknowledge 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, or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to Broker's Fee specified herein, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.

E. Property Taxes. Your property tax bill could substantially increase following settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where Property is located.

F. Property Insurance. Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective Buyer. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.

G. Title Insurance. Buyer may, at Buyer's expense, purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage

against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Buyer's deed, could be subsequently recorded and would adversely affect Buyer's title to Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Buyer may purchase title insurance at either "standard" or "enhanced" coverage rates. For purposes of owner's policy premium rate disclosure by Buyer's lender(s), if any, Buyer and Seller require that enhanced rates be quoted by Buyer's lender(s). Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

30. ASSIGNABILITY. This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

31. DEFINITIONS.

A. "Date of Ratification" means the date of Delivery of the final acceptance in writing by Buyer and Seller of all the terms of this Contract to Buyer and Seller (not the date of the expiration or removal of any contingencies).

B. "Appraisal" means a written appraised valuation of Property.

C. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.

D. All reference to time of day shall refer to the time of day in the Eastern Time Zone of the United States.

E. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9:00 p.m. on the Day specified.

F. The masculine includes the feminine and the singular includes the plural.

G. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including, but not limited to, expert witness fees and court reporter fees.

H. "Notices" ("Notice," "notice," or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. Written acknowledgment of receipt of Notice is a courtesy but is not a requirement.

I. "Buyer" and "Purchaser" may be used interchangeably in this Contract and any accompanying addenda or notices.

J. "Seller Subsidy" is a payment from Seller towards Buyer's charges (including but not limited to loan origination fees, discount points, buy down or subsidy fees, prepaids or other charges) as allowed by lender(s), if any. It is Buyer's responsibility to confirm with any lender(s) that the entire credit provided herein may be utilized. If lender(s) prohibits Seller from the payment of any portion of this credit, then said credit shall be reduced to the amount allowed by lender(s).

32. MISCELLANEOUS. This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via facsimile machines will also be considered as originals. Typewritten or handwritten provisions included in this Contract will control all pre-printed provisions that are in conflict.

33. VOID CONTRACT. If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a release directing that Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.

34. HOME WARRANTY. Yes **OR** No

Home Warranty Policy selected by Buyer or Seller and paid for and provided at Settlement by: Buyer or Seller. Cost not to exceed \$_____. Warranty provider to be _____.

35. TIME IS OF THE ESSENCE. Time is of the essence means that the dates and time frames agreed to by the parties must be met. Failure to meet stated dates or time frames will result in waiver of contractual rights or will be a Default under the terms of the Contract.

If this Contract is contingent on financing, and the contingency has not been removed or satisfied, any delay of the Settlement Date necessary to comply with Buyer's lender's obligations pursuant to the RESPA-TILA Integrated Disclosure rule, is not a Default by Buyer; but, Seller may declare the Contract void in writing. Nothing herein shall prohibit the parties from mutually agreeing in writing to extend Settlement Date under terms acceptable by both parties.

36. ARBITRATION. Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

37. REAL ESTATE LICENSED PARTIES. The parties acknowledge that _____ is an active **OR** inactive licensed real estate agent in Virginia and/or Other _____ and is either the Buyer **OR** Seller **OR** is related to one of the parties in this transaction.

38. ENTIRE AGREEMENT. This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors, and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the Commonwealth of Virginia.

39. ADDITIONS. The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached).

- Yes No Home Inspection/Radon Testing Contingency
- Yes No Lead-Based Paint Inspection Contingency
- Yes No Contingency and Clauses Yes No Private Well and/or Septic
- Yes No Pre-Settlement Occupancy Yes No Post-Settlement Occupancy
- Yes No Residential Property Disclosure Yes No Lead-Based Paint Disclosure
- Yes No FHA Home Inspection Notice Yes No VA/FHA/USDA Financing
- Yes No Conventional Financing Yes No Other (specify): _____
- Yes No New Home Sales Addendum
- Yes No Extension of Review Period For Condominium Resale Certificate/ Property Owners' Association Disclosure Packet

40. DISCLOSURE OF SALES PRICE TO APPRAISER. Listing Broker and Selling Broker are hereby authorized to release the Sales Price listed in PRICE AND FINANCING Paragraph to any appraiser who contacts them to obtain the information.

41. OTHER TERMS. _____

Date of Ratification (see DEFINITIONS)

SELLER:

BUYER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

For information purposes only:

Listing Brokerage's Name and Address:

Cooperating Brokerage's Name and Address:

Brokerage Phone #: _____

Brokerage Phone #: _____

Bright MLS Broker Code: _____

Bright MLS Broker Code: _____

VA Firm License #: _____

VA Firm License #: _____

Agent Name: _____

Agent Name: _____

Agent Email: _____

Agent Email: _____

Agent Phone #: _____

Agent Phone #: _____

MLS Agent ID #: _____

MLS Agent ID #: _____

VA Agent License #: _____

VA Agent License #: _____

Team Name: _____

Team Name: _____

Team Business Entity License #: _____

Team Business Entity License #: _____

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