



Virginia Residential Sales Contract & Overview

Effective January 1, 2022

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UNDERSTANDING THE RESIDENTIAL SALES CONTRACT

The following is an overview of each provision of the Residential Sales Contract (Virginia), effective January 1, 2022:

PREAMBLE: The preamble is the section of the Contract containing blanks for the Buyer to insert the Date of Offer and to identify the parties to the Contract (Buyer(s) and Seller(s)). This section also provides space for the parties to specify the Listing Company and Selling Company.

1. REAL PROPERTY: The first paragraph of the Contract details, with specificity, the Property that is being conveyed.

2. PRICE AND SPECIFIED FINANCING:

Subparagraphs 2(A)-2(D): The sales price, down payment, and financing terms for the transaction are included in these subparagraphs. The Buyer is able to indicate the amount(s) of financing in dollar amounts or percentages of the sales price. There are provisions for the Buyer to obtain a first Deed of Trust, a second Deed of Trust or a Seller Held Trust. The contract also has a section for a Seller Subsidy which can be a specific dollar amount or a percentage of the sales price.

Subparagraphs 2(E) and 2(F): This is where the parties would note if there will be a: 1) Financing Contingency and/or a 2) Appraisal Contingency. Additionally, the parties will select if the Seller will provide reasonable access to an Appraiser if there is no financing or appraisal contingency.

Subparagraph 2(G): The correct box should be checked to note whether the Buyer will occupy the Property as a principal residence.

3. DEPOSIT: This paragraph details the amount of the earnest money deposit. The Buyer will also select whether the earnest money deposit has 1) been delivered to the selected Escrow Agent at or prior to contract ratification, or 2) whether it will be delivered to the Escrow Agent within the selected number of days. In the event the Buyer does not deliver the Deposit within the deadline, the Seller has the option to declare the Contract Void. Buyers can send in the deposit late and cure the default if the Seller has not already voided the contract. (See paragraph 29 below for definition of "Date of Ratification.")

4. SETTLEMENT: The Settlement paragraph sets forth the settlement date and the settlement agent. It also gives notice to the Buyers of their right to choose the settlement agent in accordance with the Real Estate Settlement Agents Act ("RESAA"). This paragraph details the sufficient tender of performance under the Contract. Compliance with the Contract can help to preserve a non-breaching party's right to damages.

5. DOWN PAYMENT: The balance of all money due from the Buyer, the down payment, must be paid at closing by certified funds or bank wired funds (no personal checks). If the Buyer plans to use an assignment of funds at settlement (typically from the sale of another property immediately prior to their purchase settlement), the Seller's written consent must be obtained.

6. DELIVERY: This paragraph specifies the general delivery requirements under the Contract (except for delivery of documents pursuant to the Virginia Property Owners' Association Act and the Virginia Condominium Act). The parties select the allowable method(s) of delivery and fill in the blanks with the corresponding physical address, email address and/or fax number.

7. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT: The Seller must deliver a disclosure statement prior to acceptance of the Contract (unless the property is exempt). If the disclosure is delivered to the Buyer after the Date of Ratification, the Buyer will have a limited right to terminate the contract subject to the provisions of the Act.

8. VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT: The Seller must obtain an Association Disclosure Packet and provide it to the Buyer. The Buyer provides an address for delivery of the Disclosure Packet by both

electronic means and hard copy. The Seller may then choose the address to which to deliver the Disclosure Packet. This section also provides for the Buyer's right to cancel the Contract following receipt (or prior to receipt) of the Disclosure Packet, subject to the time periods defined in the Act. More information is available in an additional form entitled "Understanding Your Rights Under the Virginia Condominium Act/Property Owners' Association Act."

9. VIRGINIA CONDOMINIUM ACT: The Seller must obtain a Resale Certificate and provide it to the Buyer. The Buyer provides an address for delivery of the Resale Certificate by both electronic means and hard copy. The Seller may then choose the address to which to deliver the Resale Certificate. This section also provides for the Buyer's right to cancel the Contract following receipt of the Resale Certificate, subject to the time periods defined in the Act. More information is available in an additional form entitled "Understanding Your Rights Under the Virginia Condominium Act/Property Owners' Association Act."

10. PROPERTY MAINTENANCE AND CONDITION: The Seller must deliver the Property in "substantially the same physical condition" as on the date specified in the contract, and "broom clean with all trash and debris removed." This paragraph recites that except as otherwise specified in the Contract, "the property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its AS-IS condition as of the date specified."

There are also checkboxes to indicate whether the Contract is contingent on a Home Inspection. Some suggestions for addressing this provision include the following:

- a) The condition of the Property must be verified on the date specified in this paragraph.
- b) If the contract is contingent on an inspection(s), the Seller will provide Broker, Buyer, and inspector(s) reasonable access to Property to conduct the inspection(s). If the contract is not contingent on an inspection(s) the parties can negotiate if and when (specific dates) in which access will be provided.
- c) Walk-through inspection(s) may be done within 7 days prior to settlement and/or occupancy even when there are no inspection contingencies. The walk-through inspection is intended to be a quick check of major systems/appliances; it is not a new "home inspection."

11. POSSESSION DATE: Unless otherwise agreed to in writing, the Buyer gets possession of the property at Settlement and the Seller must deliver any keys, mail box keys, key fobs, codes, and digital keys. The Seller must provide exclusive control of any Smart Devices at Settlement.

12. UTILITIES WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: There are several checkboxes to describe the water system, sewage, disposal system, heating, and air conditioning for the Property. If the Seller discloses that a Septic Waiver has been granted on the property, the Buyer should review the regulatory requirements and cost associated with repairing the sewage system. State Board of Health Septic System Waivers are not transferable.

13. PERSONAL PROPERTY AND FIXTURES: This section contains an itemized list of various personal property and fixtures that will convey with the Property. The parties check the box for the item(s) that conveys and note the quantity. Additionally, other conveyances, which are not listed, can be written in. A section is also available to list the items that will not convey.

14. FIRPTA - WITHHOLDING TAXES FOR FOREIGN SELLERS: This section requires the Seller to disclose whether they are a US Citizen or a Lawful Permanent Resident. If not, mandatory withholding may be required.

15. SMOKE DETECTORS: The Seller must deliver the Property with smoke detectors installed and functioning pursuant to applicable regulations.

16. TARGET LEAD-BASED PAINT HOUSING: The Seller shall disclose whether any part of the house or condominium was built prior to January 1, 1978. If so, a Lead-Based Paint Disclosure shall be required, and shall be attached to the Contract.

17. WOOD-DESTROYING INSECT INSPECTION: The parties can choose who will be responsible for the initial expense of the Pest Inspection. The Seller shall provide reasonable access for the inspection and be responsible for any treatment of any wood-destroying insect infestation, and any repairs noted on the inspection report shall be made at the Seller's expense, with Seller providing written evidence of said treatment or repair prior to Settlement.

18. HOME WARRANTY: A home warranty typically protects the systems and appliances in the home for the term of one year following Settlement. A check next to "Yes" or "No," defines if a warranty is included in the contract. Additionally, there is a section to select who is paying for and selecting the home warranty and the maximum allowable cost.

19. DAMAGE OR LOSS: The Seller is responsible for the risk of loss or damage to the property until delivery of the deed to the Buyer at Settlement.

20. TITLE: Buyer is responsible for promptly ordering title report and survey, if desired. The Seller must convey title that is good, marketable, and insurable with no additional risk premium to Buyer or non-standard exceptions. If action is required to meet these criteria by the Seller, it must be done promptly. The Seller shall convey the Property by General Warranty Deed with English Covenants of Title.

21. NOTICE OF POSSIBLE FILING OF MECHANICS' LIENS: This section alerts the Buyer that a mechanics' lien may be filed after settlement for work performed prior to settlement.

22. FEES: This section discusses the settlement and recording fees to be paid by the Seller and the Buyer at Settlement.

23. BROKER'S FEE: This paragraph is authorization from the Seller to pay Broker compensation at Settlement pursuant to the terms in the listing agreement as of the date of the offer.

24. ADJUSTMENTS: Rent, taxes, sewer, water, HOA/condo dues are prorated as of the Settlement Date.

25. ATTORNEY'S FEES: If a dispute arises concerning the Contract, the non-breaching party is entitled to receive reimbursement of reasonable legal expenses from the breaching party.

26. DEFAULT: Even if the Financing Contingency has not been removed, the Buyer may be in default if Settlement does not occur on the Settlement Date for any reason other than a default by the Seller. In the event the Buyer is in default, the Buyer's deposit may be at risk. Further, the Buyer is provided notice that the earnest money deposit may not be the limit of the Buyer's liability upon default.

27. VOID CONTRACT: If the Contract becomes void and neither party has defaulted, the parties will immediately execute a release, and the deposit, if any, will be returned to the Buyer.

28. OTHER DISCLOSURES: The Seller and Buyer are advised to read the Contract and to verify that the terms marked accurately reflect their intentions. In addition, the parties are advised that the Brokers can provide advice on real estate matters, but that tax and legal advice should be sought from the appropriate professionals.

Subparagraph 28(A)—Property Condition: This section notifies the Buyer that there are certain home inspection services and home warranty programs available.

Subparagraph 28(B)—Legal Requirements: This section reminds the parties that contracts for the sale of real property must be in writing and upon ratification, the Contract must be delivered in order to be legally binding.

Subparagraph 28(C)—Financing: This section states that the Buyer has the right to select a lender of his/her choice.

Subparagraph 28(D)—Broker: This is a disclosure that the real estate broker is solely being retained as a real estate agent and is not an expert in other fields including legal, tax or matters concerning the condition of the property.

Subparagraph 28(E)—Property Taxes: This section puts the Buyer on alert that the property tax bill could increase after Settlement.

Subparagraph 28(F)—Property Insurance: This section puts the Buyer on notice that property insurance, while typically a requirement for acquiring financing, in some cases may be difficult to obtain.

Subparagraph 28(G)—Title Insurance: This section addresses title insurance and provides that for owner's title insurance, the Buyer and Seller require that the Buyer's lender quote rates for the enhanced policy.

29. DEFINITIONS: This section defines certain terms as they are used in the Contract. Of particular importance is the definition of "Days" which is defined as calendar days (unless otherwise specified). "Date of Ratification" is the date of delivery of the final written acceptance by the parties to all of the terms of the contract.

30. TIME IS OF THE ESSENCE: This provision means that the parties to the transaction must perform their obligations diligently and in a timely manner.

31. REAL ESTATE LICENSED PARTIES: This paragraph contains a required disclosure noting whether the Buyer or the Seller, or someone related to the parties in the transaction, is a licensed real estate agent.

32. ENTIRE AGREEMENT: Pursuant to this provision, the Contract will survive the execution of the deed, meaning that even after Settlement, the provisions within are still legally binding. Verbal statements and agreements may not be enforceable. Finally, the governing law is that of the jurisdiction where the Property is located. The contract may be signed in one or more counterparts, and all will be considered an original. Any provision which is typed or handwritten into the contract will take precedence over the pre-printed provisions that are in conflict.

33. ASSIGNABILITY: The Contract cannot be assigned without the written permission of the Seller and the Buyer. (An assignment allows the Buyer to substitute another Buyer in his/her place).

34. ADDITIONS: Lists additional addenda (non-exclusive) with check boxes, which may be part of the Contract.

RESIDENTIAL SALES CONTRACT (Virginia)

This sales contract ("Contract") is offered on _____ ("Date of Offer") between _____ ("Buyer") and _____ ("Seller") collectively referred to as "Parties", 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. The Listing Brokerage and Cooperating Brokerage are collectively referred to as "Broker." 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 in Paragraph 2(A) below ("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. Sales Price. \$ _____
B. Down Payment (If no financing, Down Payment equals Sales Price). \$ _____ or % _____
C. 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 % _____

D. "Seller Subsidy" to Buyer. Sellers' net reduced by: \$ _____ or % _____

E. Financing Contingency. This Contract is contingent (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; and (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.

F. Appraisal Contingency. This Contract is contingent (addendum attached) **OR** is not contingent on Appraisal. If this Contract is contingent on financing and/or Appraisal, Seller will provide Appraiser(s) reasonable access to Property for Appraisal purposes. If this Contract is not contingent on financing and/or Appraisal; Seller will **OR** will not provide Appraiser(s) reasonable access for Appraisal purposes.

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If this Contract is not contingent on Appraisal, Buyer will proceed to Settlement without regard to Appraisal. Seller and Buyer authorize Broker to release Sales Price to Appraiser(s) who contacts them to obtain the information. Nothing in this subparagraph creates a financing contingency not otherwise agreed to by the Parties.

G. 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 Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker, or the lender by Buyer.

3. DEPOSIT. Buyer's deposit ("Deposit") in the amount of \$ _____ check/bank-wired funds; and/or \$ _____ by note due and payable on _____ will 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 Buyer fails to timely deliver Deposit to Escrow Agent as provided herein, Seller may at Seller's option Deliver to Buyer Notice to Void this Contract. Upon Delivery of Seller Notice to Void Contract, all respective rights and obligations of the Parties arising under this Contract will terminate. Buyer may cure Default by Delivering Deposit to Escrow Agent prior to Seller Delivery of Notice Voiding this Contract.

Deposit will be deposited by Escrow Agent into an escrow account in accordance with applicable state and federal law. 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 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. Seller and Buyer 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.

4. SETTLEMENT. Seller and Buyer will make full settlement in accordance with the terms of this Contract 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 will order the title exam and survey if required. Pursuant to Virginia law, Settlement Agent is the sole agent responsible for conducting the Settlement as defined in Virginia Code § 55.1-900, *et seq.* (“Settlement”). 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.

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. 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 will 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 (“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 ([§ 55.1-700 et seq. of the Code of Virginia](#)) 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.
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 will 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 will 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; INSPECTIONS. 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: _____ (if no date is selected, then Date of Offer). Seller will have all utilities in service through Settlement. Buyer and Seller will not hold Broker liable for any breach of this Paragraph. Buyer acknowledges that except as otherwise specified in this Contract, Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures will convey in its AS-IS condition as of the date specified above.

- This Contract is contingent upon home inspection(s) and/or other inspections of Property. (Addendum attached); **OR**
- Buyer waives the opportunity to make this Contract contingent upon home inspection(s) and/or other inspections of Property.

If this Contract is contingent upon home inspection(s) and/or other inspections of Property, Seller will provide Broker, Buyer, and inspector(s) retained by Buyer reasonable access to Property to conduct home inspection(s) and/or other inspection(s) of Property.

If this Contract is not contingent upon home inspection(s) and/or other inspections of Property **Seller will not provide access** to anyone for the purpose of conducting inspection(s) except for walkthrough inspection(s) as provided below. **However, if checked Seller will provide** Broker, Buyer, and licensed (if applicable), professional, insured inspector(s) retained by Buyer reasonable access to Property to conduct home inspection(s) and/or other inspection(s) of Property beginning on _____ and ending on _____. Nothing in this subparagraph creates a contingency not otherwise agreed to by the Parties.

Regardless of whether this Contract is contingent upon home inspection(s) and/or other inspections, Seller will provide Broker and Buyer reasonable access to Property to make walkthrough inspection(s) within seven (7) days prior to Settlement and/or occupancy.

11. POSSESSION DATE. Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of Property at Settlement, including delivery of keys, mailbox keys, key fobs, codes, digital keys, if any. Seller will transfer exclusive control of any Smart Devices to Buyer at Settlement. 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.

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. 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. 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.

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

OTHER CONVEYANCES (as-is, no additional value and for Seller convenience) _____

DOES NOT CONVEY _____

FUEL TANKS. Fuel Tank(s) Leased # _____ **OR** 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. SMOKE DETECTORS.** Seller will deliver Property with smoke detectors installed and functioning in accordance with the laws and regulations of Virginia.
- 16. 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.
- 17. WOOD-DESTROYING INSECT INSPECTION.** None Buyer at Buyer’s expense OR Seller at Seller’s expense will furnish a written report from a licensed pest control firm dated not more than 90 days prior to Settlement (“WDI Report”) 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/or free from visible damage. If WDI Report recommends treatment and/or repair, Seller will provide Buyer, Broker and any representatives of the licensed pest control firm selected by the appropriate party above reasonable access to the Property to perform the inspection(s), treatment and/or repair. Any treatment and/or repairs for damage identified in WDI 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 will satisfy the requirements of this Paragraph. Unless the Parties otherwise agree in writing, all treatment and/or repairs are to be performed by a contractor licensed to do the type of work required.
- 18. 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 _____.
- 19. DAMAGE OR LOSS.** The risk of damage or loss to Property by fire, act of God, or other casualty remains with Seller until Settlement.
- 20. TITLE.** Buyer will promptly order a title report, as well as any required or desired survey. 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 that is good, marketable and insurable with no additional risk premium to Buyer or non-standard exceptions. 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 easements, covenants, conditions and restrictions of record, if any, as of Date of Ratification.
- 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. 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) will be paid by Seller. Buyer will pay recording charges for the Deed and any purchase money trusts.
- 23. 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
- 24. 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.
- 25. 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 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 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 will 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 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 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 will indemnify the Broker for all of its reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker.

26. DEFAULT. If Buyer fails to complete Settlement for any reason other than Default by Seller, Buyer will 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 will 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 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 will be in Default and Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages. 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 title examination, Appraisal, survey and Broker's Fee in full.

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.

27. 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, if any, be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.

28. 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.

29. 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 written appraised valuation(s) of Property, conducted by a Virginia-licensed appraiser ("Appraiser").
- C. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- D. All references to time of day refer to 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. Seller Subsidy reduces total proceeds to Seller at Settlement. 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 will be reduced to the amount allowed by lender(s).

30. 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.

31. 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.

32. 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. 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 in conflict.

33. 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.

34. 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).

- | | |
|--|--|
| <input type="checkbox"/> Home Inspection/Radon Testing Contingency | <input type="checkbox"/> New Home Sales Addendum |
| <input type="checkbox"/> Lead-Based Paint Inspection Contingency | <input type="checkbox"/> Escalation Addendum |
| <input type="checkbox"/> Contingency and Clauses | <input type="checkbox"/> Private Well and/or Septic Inspection |

- Pre-Settlement Occupancy
- Residential Property Disclosure
- FHA Home Inspection Notice
- Conventional Financing
- Extension of Review Period For Condominium Resale Certificate/Property Owners' Association Disclosure Packet
- Post-Settlement Occupancy
- Lead-Based Paint Disclosure
- VA/FHA/USDA Financing
- Addendum: Sale
- Other (specify): _____

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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