

Professional Representation & Marketing Agreement



Professional Representation & Marketing Agreement (Exclusive Authorization to Sell)

This Professional Representation & Marketing Agreement ("Agreement") is designed for a seller to engage a qualified, licensed professional to obtain real estate marketing expertise, contract negotiation guidance, and advocacy services, throughout the entire real estate listing and sale process for the real property described below ("Property"). The undersigned seller(s) (whether one or more, "Seller") grants Nest Realty ("Broker") the exclusive right to sell the Property for the Term (hereinafter defined).

1. PROPERTY. The Property to be marketed and sold under this Agreement is as follows:

Street Address: _____
City, County, State, Zip Code: _____
Legal Description, or Parcel #: _____

2. LENGTH OF AGREEMENT. This Agreement shall begin on _____, and will automatically end on _____ (at 11:59 p.m., Eastern time), or upon the date of closing or termination of any then-pending transaction or active negotiations of a written offer involving the Property, whichever is later (the "Term").

3. AGENCY DISCLOSURE. The agency relationship between Seller and Broker determines how Broker will work on Seller's behalf. Broker shall initially represent solely the interest of the Seller. In the event that multiple agents within brokerage represent other parties who wish to purchase Property, a separate disclosure form will be used to reflect Designated Agency. Broker does not participate in Single-Agent Dual Agency.

4. LISTING PRICE. The Listing Price is the published and marketed price the Seller establishes for the term of this Agreement, and shall be \$ _____ ("Listing Price"). Any adjustment to the Listing Price shall be agreed upon in writing between Seller and Broker.

5. SELLER REPRESENTATION FEE.

NOTICE: Seller and Broker acknowledge and understand that Broker compensation is negotiable and is not fixed, controlled or suggested by law, any MLS or any REALTOR Association.

Broker will earn a fee when a sale of the Property has been completed, regardless of how the Buyer is first introduced to the Property ("Seller Representation Fee"). Seller Representation Fee shall be paid by Seller, in U.S. funds, at the time of, and as a condition of, sale completion. This Agreement shall act as settlement instructions to the applicable settlement company or attorney's office for payment of the Seller Representation Fee to Broker at closing. Seller Representation Fee is:

Represented Buyer. If the Buyer is represented by a licensed Virginia real estate agent in the transaction, the Seller Representation Fee shall be exactly \$ _____; or _____% of the gross purchase price of the Property as reflected on the final settlement statement;

Unrepresented Buyer. If Buyer is not represented a licensed Virginia real estate agent in the transaction ("Unrepresented Buyer"), then Broker will facilitate the completion of necessary forms and ensure fair and honest treatment of all parties, but will not represent such Buyer. In this situation, the Seller Representation Fee shall be exactly \$ _____; or _____% of the gross purchase price of the Property as reflected on the final settlement statement.

In connection with an Unrepresented Buyer, Broker may assign additional Broker-affiliated Agents to represent Seller and perform ministerial tasks on behalf of an Unrepresented Buyer. Broker reserves the right to distribute Seller Representation Fee as Broker deems appropriate to any Broker Agent assigned to represent Seller.

Post Termination or Expiration. If, upon expiration or early cancellation of this Agreement, any prospective Buyer who viewed the Property during the Term, purchases the Property within (_____) days after the Term, then Broker will earn and receive Seller Representation Fee from Seller. This will not apply if the Property is exclusively relisted with another company after the Term.

Exclusive Authorization. Seller understands that having multiple exclusive real estate listing agreements at the same time may lead to Seller having to pay additional fees. Thus, Seller confirms that Seller is not party to any active, exclusive real estate listing agreements besides this one.

6. BUYER BROKER COMPENSATION. Broker does not collect any commission, compensation, or fees on behalf of representatives of any potential buyer ("Buyer"). Seller is not responsible for any portion of a Buyer Representation Fee unless expressly agreed upon in the Contract of Purchase or other related amendment, addendum, or separate document.

A Buyer may request that Seller pay any amount, or part of any amount, of their agreed upon compensation in the applicable Property purchase

agreement directly to Buyer's Agent or Representative. Seller agrees to give consideration to paying a Buyer Representation Fee, upon request in a Contract of Purchase of \$ _____; or _____% of the gross purchase price.

Seller **authorizes** **does not authorize** Broker to communicate this amount to prospective Buyer's representatives either verbally or through other approved manners.

7. SELLER CONCESSIONS. Buyer may request a concession from Seller ("Seller Concession") in the form of a credit, to be given to Buyer at settlement. This Seller Concession may be used to reduce Buyer's loan costs, title and escrow fees, Buyer's broker fee, Property repair costs, and/or any other allowable Buyer costs and fees. Any Seller Concession must be mutually agreed upon, either in the Property purchase contract or in an associated Amendment or Addendum.

8. AUTHORIZATIONS.

a) Seller authorizes and directs Broker to advertise and promote the Property as follows (**check all that apply**):

- On the appropriate multiple listing service ("MLS") platform, as determined by Broker. Some MLS platforms share all property offerings with other MLS platforms to provide a broader reach. Seller is advised to request a list on which MLS platforms Property will appear.
- Through placement of a "For Sale" sign and customary sign riders on the Property.
- Through placement of photos/videos and virtual tours of the Property on the internet and in other electronic and online media platforms. (Once images are uploaded to the internet, Broker no longer has control over how they are used or the length of time they remain accessible to the public. Photos and other assets produced in the process of marketing Property are the intellectual property of the professional photographer, and/or Broker, and/or other consultants and designers who produce the assets. Photos, floorplans, descriptive copy, etc... may not be used by any other parties without first obtaining a license for such use.)

b) Seller **authorizes** **does not authorize** Broker to disclose the existence and the number of other offers to Prospective Buyers and their representatives. Broker shall consult with Seller before disclosing any specific terms of other offers and provide advice to Seller on the benefits and liabilities of such disclosure.

c) Broker is instructed to withhold all public marketing of Property including, but not limited to, social media posts, e-mail blasts to real estate professionals, inclusion on any MLS platform, hosting open houses, and circulation of print collateral until _____ ("List Date").

Prior to List Date, Broker is instructed to: (**check only one**)

- market Property exclusively to Broker Agents and clients, or
- NOT market Property in any way.

9. PROPERTY SHOWINGS AND ACCESS.

(a) Seller **authorizes** **does not authorize** the installation of a lockbox/keysafe on the Property, which will allow other licensed professionals to access the interior of the Property.

(b) Seller will safeguard valuables.

(c) Seller accepts responsibility for preparing the Property to minimize the likelihood of injury, damage, and/or loss of personal property.

(d) Seller shall provide access to the Property at reasonable times and upon reasonable notice to allow for showing the Property to prospective buyers and their brokers.

(e) If Property is subject to a lease during the Term, Seller is responsible for obtaining permissions from tenant and providing Broker with the process for showing Property to prospective buyers and their brokers in compliance with the terms of the lease. Seller agrees to provide a true and correct copy of any applicable lease(s) within three (3) business days of the date of this Agreement and to inform Broker of any defaults under such lease (whether now existing or during the Term).

10. BROKER SERVICES. Broker agrees to perform, advise, and take action as follows:

- (a) exercise reasonable care, skill, and due diligence to achieve the purpose of this Agreement;
- (b) provide comparative market analysis to recommend and assist Seller in determining an appropriate Listing Price and any changes to the Listing Price;
- (c) create and execute a marketing plan to promote, advertise, and market the Property to prospective Buyers;
- (d) organize and conduct showings and, when appropriate, open houses based on instructions provided by Seller;
- (e) represent Seller in negotiations with potential buyers to obtain offers to purchase the Property on terms acceptable to Seller;
- (f) handle all necessary paperwork, coordinate inspections, and communications to ensure compliance with legal and contractual requirements; and
- (g) provide regular updates to Seller regarding marketing efforts, interest or feedback from prospective Buyers, market condition changes, and the sale process.

11. SELLER COMMITMENT. Seller understands and commits to perform as follows:

- (a) Seller possesses, and shall continue to possess, full legal authority to sell the Property, and to execute documents concerning the Property sale;
- (b) provide all documentation reasonably requested by Broker to confirm Seller’s ability to perform under this Agreement;
- (c) cooperate with Broker in the sale process, and act in good faith to accomplish the sale of the Property;
- (e) maintain the Property’s condition (Seller acknowledges that Broker is not responsible for the maintenance of condition of the Property);
- (f) inform Broker of any past due mortgage loan payments, tax payments, insurance payments, homeowner association payments, utility payments, and tenant rent;
- (g) inform Broker prior to leasing (or amending/modifying any existing lease), mortgaging, or encumbering the Property;
- (h) Seller, in Seller’s discretion, shall consult with Seller’s advisors for specific legal, financial, tax and other professional advice.

12. FIXTURES; INCLUDED/EXCLUDED ITEMS. Unless specifically included or excluded, all fixtures and built- in appliances will be included in the sale, and all personal property and staging items will be excluded from the sale. An item is deemed a fixture in the Virginia Contract of Purchase if it is affixed to the home. Items listed in this section as Excluded must still be agreed upon in the Contract of Purchase to be Excluded.

Included items: _____
 Excluded items: _____

13. RECORDINGS AT THE PROPERTY. Seller does does not have a device inside the Property capable of broadcasting audio or video transmission to a location / receiver outside the home, OR capable of recording audio or video produced inside the home. Broker is required to disclose any such device to all prospective Buyers. Seller understands that recording and/or transmitting of audio and/or video may be a violation of state and/or federal laws.

Seller should remove any items of a personal nature that Seller does not want photographed, recorded, or transmitted, such as family photos, paperwork, and other personally identifiable information. While prospective Buyers are not permitted to take photos or videos without permission of Broker or Seller, Broker cannot monitor and guarantee that no images will be recorded without permission.

14. CANCELLATION. This Agreement may be canceled prior to the end of the Term, upon mutual written agreement between Seller and Broker.

15. POTENTIALLY COMPETING SELLERS AND BUYERS. The Seller acknowledges that the Broker may represent or take listings on similar property types to the Property agrees that such representation does not constitute a conflict with this Agreement. Broker may also represent Buyers looking for a property similar to the Property. The client will always make the determination of which property is best for them to purchase.

16. ELECTRONIC SIGNATURES AND AUTHORITY. This Agreement and any addenda may be executed in counterparts. Signatures on this Agreement and any addenda, whether executed physically or electronically, shall have the same legal effect as original physical signatures. The Seller warrants that the Seller has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on the Buyer’s own behalf.

17. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and City of Charlottesville. If a provision of this Agreement is found to be invalid, the remaining provisions shall not be affected and remain in effect.

18. DISCLOSURES AND ACKNOWLEDGEMENTS. Attached to this Agreement is a Disclosure and Acknowledgement Addendum, which contains important information about our services and the home-selling process in Virginia. We encourage you to review this Addendum carefully. If you have any questions or need clarification, please don’t hesitate to reach out to us. We are committed to assisting you throughout your home-selling journey.

19. ASSIGNMENT. Neither Seller nor Broker may assign any rights or obligations under this Agreement without the prior written consent of the other, and any attempted assignment shall be void and of no effect.

20. ADDITIONAL TERMS.

Disclosures and Acknowledgements Addendum To Professional Representation and Marketing Agreement

1. VIRGINIA FAIR HOUSING DISCLOSURE. All offers shall be presented and considered without regard to race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status or disability as well as all classes protected by the laws of the United States and the Commonwealth of Virginia.

2. CODE OF ETHICS. In the sale, purchase, exchange, rental, or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects and shall not discriminate on the basis of any protected class under Federal, state or local law or the REALTOR® Code of Ethics.

3. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT. Virginia Residential Property Disclosure Act (Section 55.1-700 et seq. of the Code of Virginia) requires the Seller of residential real property to furnish the purchaser of such property a disclosure statement in a form provided by the VREB containing certain information and disclosures for the benefit of purchasers and stating that the Seller makes no representations or warranties as to the condition of such property and that the property is being sold "as is" with all defects that may exist, if any, except as otherwise provided in the purchase contract. Failure to make such disclosure in a timely manner or any misrepresentation contained in the disclosure may result in termination of the purchase contract or an award of damages to the purchaser. Broker will furnish Seller with the appropriate disclosure form for completion by Seller. Please note that there are frequently charges and fees assessed with the preparation of such disclosure documents by property association managers, all of which will be the responsibility of Seller.

4. SEWAGE SYSTEM DISCLOSURE. Pursuant to Section 32.1-164.1:1 of the Code of Virginia, Seller must disclose to the purchaser if the onsite sewage system serving the Property fails to meet the Board of Health's current regulatory requirements and Seller has applied for or obtained a waiver from the Board of Health for the system.

Disclosure (check only one):

is OR is not applicable to the Property.

5. COMMON INTEREST COMMUNITY.

(a) Seller represents that the Property [select one]: is OR is not located in a Common Interest Community. Pursuant to §55.1-2307 et. seq. of the Code of Virginia, a Common Interest Community means a property Sellers' association subject to the Property Sellers' Association Act (§55.1-1800 et seq.), a condominium created pursuant to the Virginia Condominium Act (§55.1-1900 et seq.), or a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§55.1-2100 et seq.) If the Property is in a Common Interest Community, then pursuant to §55.1-2308 Seller is required to obtain from the association a resale certificate and provide it to purchaser unless exempt pursuant to §55.1-2317.

(b) The purchaser may cancel the purchase agreement within an agreed upon term (default, 3 days) after receiving the resale certificate or being notified that the resale certificate will not be available. The right to receive the resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

6. WIRE FRAUD ALERT. Criminals are hacking the email accounts of real estate agents, title companies, settlement attorneys, and others to send fake wire instructions and steal funds. To prevent this, the Seller should always speak directly with the intended recipient to confirm the routing and account numbers before wiring any money. Additionally, personal information like Social Security numbers, bank account numbers, and credit card numbers should only be shared through secure email or delivered in person to ensure privacy.

7. EXPERTISE ACKNOWLEDGEMENT. The Buyer acknowledges that the Broker is being hired only as a real estate agent. The Broker is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector, or any other service provider. The Buyer should seek professional service providers for these areas. Although the Broker may suggest certain professionals or service providers, such referral does not mean that the Buyer is required to use such providers. Relatedly, the Broker is not liable for their actions.

8. CONVEYANCE. In the event of a sale of the Property, Seller agrees to convey the Property to any purchaser or purchasers by general warranty deed with the usual English covenants of title (unless the sales contract provides otherwise, i.e. in the case of a sale by a trust) and free and clear from all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property, and subject in all events, to the specific terms and conditions contained in the contract of sale.



**VIRGINIA REALTORS®
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
(Purchase)**



This disclosure applies to the property(ies) in the City or County of _____ and is described as follows:

Lead Warning Statement:

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

Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)

		(a) Presence of lead-based paint hazards (check one below):
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.		
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing: (Explain): _____		

		(b) Records and reports available to the seller (check one below):
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.		
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): _____		

Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))

		(c) Purchaser has received copies of all available information listed above.
		(d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf
		(e) Purchaser has (check one below):
<input type="checkbox"/> Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or		
<input type="checkbox"/> Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.		

Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)

	(f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.
	(g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d, and Agent is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Date		Date	
	Seller		Purchaser
Date		Date	
	Seller		Purchaser
Date		Date	
	Agent		Agent

For informational purposes only:

Firm: _____ Firm: _____

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SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U. S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U. S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ [15.2-5152](#) et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § [15.2-5157](#), but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

	(Date)
	(Date)
	(Date)
	(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

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

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

PROPERTY ADDRESS/ _____
LEGAL DESCRIPTION: _____

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

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

Owner

Owner

Date

Date

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

Purchaser

Purchaser

Date

Date



Water and Sewer Disclosure

The Seller of the property described as _____
certifies the property has water and sewer service as indicated below.

- Public Sewer
- Septic System, approved for a _____ bedroom home.
- Septic System, usage limit unknown
- Public Water
- A Well
- A Cistern
- A Spring
- Community Water

Additional Information:

Square Footage Disclaimer

The measurement of improvements (commonly referred to as the square footage) can lead to disagreement among the parties. As tax assessors, architects, appraisers and others frequently reach different conclusions as to the square footage, this disclosure is made with the purpose of having the purchaser accept the improvements based on visual inspection and confirmation of square footage to the purchaser's satisfaction prior to the execution of the purchase contract.

Seller Date

Seller Date

Purchaser Date

Purchaser Date

Affiliated Business Disclosure Statement

To: _____

From: Nest Realty Group, LLC

Property: _____

Date: _____

This is to give you notice that Nest Realty Group, LLC ("Nest Realty") has a business relationship with Red Fox Title, LLC ("Red Fox Title"). Nest Realty, through its wholly owned subsidiary, Nest Realty Affiliate, LLC, has an ownership interest in Red Fox Title as a member in the amount of 10.80%. Because of this relationship, this referral may provide financial or other benefit.

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

The standard premium cost per \$1,000.00 of standard Lender's title coverage is (rates are subject to change):*

Minimum Policy Charge	\$250.00
The first \$250,000.00	\$3.20 per thousand
Next \$250,001.00 to \$500,000.00	Rate drops to \$2.98 per thousand
Next \$500,001.00 to \$1,000,000.00	Rate drops to \$2.54 per thousand
\$1,000,000.00+	Call for pricing

The standard premium cost per \$1,000.00 of standard Owner's title coverage is (rates are subject to change):*

Minimum Policy Charge	\$250.00
The first to \$250,000.00	\$4.31 per thousand
Next \$250,001.00 to \$500,000.00	Rate drops to \$4.08 per thousand
Next \$500,001.00 to \$1,000,000.00	Rate drops to \$3.75 per thousand
\$1,000,000.00+	Call for pricing

Other Fees:

Title Commitment Fee	\$125.00
Title Search Fee	\$150.00
Insured Closing Letter	\$50.00 (applies only if you are obtaining a loan and lender requires such letter)
Closing Fee	\$495.00 (does not apply if you are using an attorney for closing)

***Please note:** When an Owner's Title Insurance Policy and Lender's Title Insurance Policy covering identical land are issued simultaneously, the charge shall be the amount of the Owner's coverage plus \$200.00 for both policies, provided the amount of insurance under the lender's policy is not in excess of the owner's policy.

Owner's premiums may be discounted below the rates quoted above. Enhanced owner's coverage is available for an additional premium for qualifying properties.

ACKNOWLEDGEMENT

I / we have read this disclosure form, and understand that Nest Realty is referring me/us to purchase the above settlement service(s) from Red Fox Title and may receive a financial or other benefit as the result of this referral.

Signature

Signature

24 CFR Pt. 3500, Appendix D; Specific timing rules for delivery of the affiliated business disclose statement are set forth in 24 CFR 3500.15(b)(1) of Regulation X.

**Affiliated Business Arrangement
Disclosure**

To: _____

From: Nest Realty Group, LLC

Property: _____ Date: _____

This is to give you notice that NEST REALTY GROUP, LLC (“NEST”) has a business relationship with GRAY FOX MORTGAGE, LLC. The owners / members of Nest own 100% of Nest Realty Affiliate, LLC which owns a 20% membership interest in Gray Fox Partners, LLC which owns a 49% membership interest in Gray Fox Mortgage, LLC.

THE OVERALL IMPACT IS THAT THE OWNERS OF NEST TOGETHER OWN A 9.9% SHARE OF GRAY FOX MORTGAGE, LLC.

Because of these relationships, this referral may provide financial or other benefit to NEST.

Set forth below are the estimated charges or range of charges for the lender and settlement services listed. You are NOT required to use the listed provider as a condition for the purchase, sale or refinance of the subject property.

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

Service Provider	Settlement Service	Range of Charges
Gray Fox Mortgage	Loan Origination Fee	\$0 - \$1495
	Loan Discount Fee/Points	1% to 3% of loan amount (may vary based on note rate)
	Tax Service Fee	\$0 to \$100
	Third Party Fees	\$900 - \$1,800 (credit report, flood cert fee, verification fee, appraisal)

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Nest Realty Group is referring me/us to purchase the above lender and settlement service(s) from Gray Fox Mortgage and may receive a financial or other benefit as the result of this referral.

SIGNATURE

SIGNATURE



Utility Bill Information/Estimates:

Property Address:

Homeowner: Please check the box beside the utility company you currently use and provide an estimate of the monthly bill for each if possible. These estimates can be obtained from the company or an average of your bills.

Purchaser: Please use the company contact information provided below to set up your new service.

ELECTRIC COMPANY

Dominion VA Energy

w: dom.com
o: 866-DOM-HELP
Avg. Bill (mo.)

Shen Valley Electric

w: svec.coop
o: 800-234-7832
Avg. Bill (mo.)

GAS/OIL/PROPANE COMPANY

Columbia Gas of Virginia

w: columbiagasva.com
o: 800-543-8911
Avg. Bill (mo.)

Amerigas

w: amerigas.com
o: 540-885-6168
Avg. Bill (mo.)

Quarles (Dixie Gas)

w: quarlesinc.com
o: 540-248-6273
Avg. Bill (mo.)

Southern States

w: southernstates.com
o: 540-886-2501
Avg. Bill (mo.)

WATER/SEWER COMPANY - (all include trash pick up.)

Augusta County Serv. Auth.

w: acsawater.com
o: 540-245-5681
Avg. Bill (mo.)

City of Staunton

w: staunton.va.us
o: 540-332-3892
Avg. Bill (mo.)

City of Waynesboro

w: <https://bit.ly/44dYKy8>
o: 540-942-6643
Avg. Bill (mo.)

INTERNET/TV - (all include both internet and TV)

Verizon

w: verizon.com
o: 800-837-4966
Avg. Bill (mo.)

Lumos

w: lumosnetworks.com
o: 800-320-6144
Avg. Bill (mo.)

XFINITY

w: xfinity.com
o: 800-934-6489
Avg. Bill (mo.)

TRASH REMOVAL

Waste Movers

w: wastemoversva.com
o: 540-942-3456
Avg. Bill (mo.)

Augusta County Disposal

w: augustacountydisposal.com
o: 540-949-0160
Avg. Bill (mo.)

OTHER NOTES:

