



Executive Offices
 11351 Random Hills Road
 Fairfax, Virginia 22030
 (703) 359-1500

Office: _____
 Address: _____
 _____,

 Phone #: _____

RESIDENTIAL EXCLUSIVE LISTING AGREEMENT

1. PROPERTY DESCRIPTION AND AGENCY RELATIONSHIP

hereinafter referred to as Broker, in consideration of diligent services to be performed is granted the exclusive right from this date to sell my/our property, identified as follows: District _____ Map _____ Parcel _____ ; and identified as; _____,

Sale to include the following items: _____

Furnishings: If sold furnished, the following items do not convey: _____

2. LEASE CONDITION: Is Property sold subject to any existing lease/rental agreements. Yes No

3. LISTED PRICE: The listed price of the property is: \$ _____

4. POSSESSION: Possession is to be conveyed at time of settlement or on such other date agreed to by seller(s) and buyer(s).

5. TERMINATION: This contract will expire at midnight _____.

6. CANCELLATION: Either party may cancel this agreement upon _____ days written notice after _____ days from effective date.

7. BROKERAGE FEE: Seller(s) agree to pay Broker a commission of _____ % of the selling price for services rendered, if, during the term of this contract (or extension); (1) Broker produces buyer(s) ready, willing and able to purchase subject property at the listed price/terms or other price/terms acceptable to Seller(s); or (2) subject property is sold or exchanged by any other broker or person whomsoever including seller(s). Seller(s) will pay a _____ Administrative Fee to Long & Foster at settlement.

The Brokerage Fee will also be due Broker in the event subject property is sold, conveyed, or otherwise transferred by Seller(s) within _____ days after termination of this agreement to a buyer introduced to subject property by broker during the term of this agreement. (This provision does **NOT APPLY** in the event subject property is listed with another broker at time of sale).

8. CO-OPERATION: Broker is authorized to offer cooperation and compensation to other brokers on the following basis. (Seller(s) please initial your choice(s) below.)

1. Subagents: Broker/Agents **representing you** through our agency.

Yes No

Compensation to subagents _____ (\$ and or %)

2. Buyer Agent: Broker/Agent **representing the purchaser(s)** of property.

Yes No

Compensation to buyer agents _____ (\$ and/or %)

3. Disclosed Dual Agents: Yes No

Seller(s) acknowledges that dual agency is explained on the Consumer Information Statement of the Delaware Real Estate Commission which has been signed by Seller(s).

9. **EXCLUSIVE RIGHT TO SELL**: During the term of this agreement, or any extension(s) thereof, Seller(s) agree not to sell or negotiate for the sale of subject property, except through Broker designated herein, nor give any other broker, firm, or person authorization to sell or negotiate for the sale of subject property.

10. **DISPOSITION OF DEPOSIT MONIES**: Seller(s) understands and agrees that, in the absence of a provision in the contract of sale, rental lease, option Agreement, or other similar type of document to the contrary, if a dispute arises between the parties to the transaction as to the disposition of funds escrowed with Broker, the Broker shall:

- A. Hold these funds until Broker has a release signed by all parties to the transaction authorizing disposition of the funds; OR
- B. File a bill of interpleader in the proper court, thereby causing these funds to be deposited with the court; OR
- C. Hold these funds until such time as one of the parties to the transaction files suit and the court orders the disbursement of these funds.

11. **SELLER(S) REPRESENTATION**: Seller(s) warrants that the information on this Agreement is true and correct to the best of their knowledge and belief, and may be used as a basis for presenting the Property to prospective Buyers. Seller(s) shall indemnify and hold Broker harmless from any claim, damages, judgment, and costs, expressly including reasonable attorney fees, arising out of or from any occurrence incident to any mistake, exaggeration, omission, inaccuracy of said information, or escrow dispute. Broker will furnish a copy of this Agreement to Seller(s). Seller(s) hereby agrees to conduct all negotiations pertaining to the sale of the Property through the Broker and cooperate with the Broker fully in the Broker's efforts to sell the Property. Seller(s) further understands and agrees that they and not the Broker(s) is responsible for the care and physical condition of the Property, its management, maintenance, and repair. Seller(s) warrants that they are the owner(s) and/or has the authority to sign this Agreement.

12. **SELLER'S OBLIGATIONS**:

- A. Seller(s) agrees to execute any agreement, deed, leasehold interest assignment or other document(s) necessary to fulfill this agreement. As appropriate, such documents will contain covenants of warranty conveying good and marketable title to Buyer(s). Evidence of marketable title may be in the form of Policy of Title Insurance obtained at expense of Buyer (s). In the event a title examination discloses title is imperfect and marketable title cannot be delivered by Seller(s) within a reasonable time, Broker will nevertheless be entitled to the full agreed commission provided herein.
- B. Seller(s) agrees to furnish to Broker; deed records, proof of ownership, tax records, property income/expense records, existing rental/lease agreements and such other documents as necessary and reasonable to bring about the sale of subject property and give this information to prospective purchaser(s).
- C. Taxes, special assessments, water, sewer, and other public charges, ground rent, condominium fees, rental monies, fuel, public utility charges and other fixed charges are to be prorated as of date of settlement unless otherwise designated herein Seller(s) acknowledges realty transfer tax obligation as applicable.
- D. Seller(s) agrees to grant Broker access to property and will supply Broker a set of keys.
- E. Seller(s) agrees to refer to Broker all inquiries of brokers, agents or others expressing interest in Seller's property.
- F. Seller(s) has has not filled out a Property Disclosure Statement and hereby acknowledges the information contained therein is accurate and has made no deliberate misrepresentation or omissions as to the known condition of the property. Seller(s) authorizes Broker to convey this information to perspective purchasers.

G. Yes No Seller(s) permits Long & Foster to give Seller's name as an outgoing referral to a real estate broker in area where Seller is relocating. Seller(s) understands that Long & Foster and sales associates may receive a financial benefit for this referral.

13. BROKER'S AUTHORITY:

- A. Seller(s) authorizes Broker to accept and hold in escrow a deposit to apply towards purchase price. In the event the deposit is forfeited, one-half will be paid to Seller(s) and one-half paid to Broker as compensation, provided Broker's share does not exceed agreed commission amount.
- B. Broker, at his expense, is authorized to advertise property for sale and to place a "For Sale" sign on the premises.
- C. If property is sold under this agreement, Broker may display a "Sale Pending/Sold" sign on property until date of final settlement. Broker agrees to remove all signs upon termination of this agreement.
- D. Seller(s) authorize Broker to submit listed property to any Multiple Listing Service in which Broker is a participant.
- E. Seller(s) agrees disagrees to authorize Broker to put a lock box on the property and agrees to indemnify and hold Broker, his associates, cooperating brokers, their associates and the Sussex County Association of REALTORS[®] harmless from and against any and all claims, damages, costs, expenses and attorney's fees arising out of the use of said lockbox and key, including, but not limited to, claims or damages for injury to persons or property.

14. BROKER'S OBLIGATION:

- A. Broker agrees to diligently utilize the marketing resources of Broker to obtain a qualified buyer.
- B. To obtain descriptive and factual information from seller(s) about seller(s) property and to update such information as warranted.
- C. To advertise Seller's property as Broker deems advisable.
- D. Seller(s) agrees that Broker is not responsible for fire, vandalism, theft, damage or destruction of any nature caused by others during term of this listing agreement.

15. FAIR HOUSING: Seller(s) agrees to comply with all Fair Housing and Civil Rights laws in the sale of this property and further agrees specifically not to discriminate against any person because of RACE, COLOR, CREED, SEX, RELIGION, AGE, MARITAL STATUS, NATIONAL ORIGIN, HANDICAP OR FAMILIAL STATUS.

16. HEIRS AND ASSIGNS: This agreement is binding upon the parties' respective heirs, personal representatives, successors and assigns.

17. ENTIRE AGREEMENT: This contract constitutes the entire terms and provisions of this Exclusive Listing Agreement between Seller(s) and Broker and may be used as a basis for presenting the property to prospective purchasers. If this agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by their written consent. This Agreement shall survive execution and delivery of the Agreement of Sale and closing documents and shall not be merged therein.

18. SPECIAL TERMS: _____

19. ACKNOWLEDGMENT: I/we as Seller(s) acknowledge receipt of a copy of and agree to this Exclusive Listing Agreement.

Owner(s) Name: _____, _____ Effective Date _____

Address: _____ Owner _____ (Seal)

_____, _____ Owner _____ (Seal)

Social Security # _____ Designated Listing Agent _____ (Seal)

Res. Phone _____ Ofc. Phone _____ Broker Acceptance _____ (Seal)





Consumer Information Statement (CIS) for Consumers Seeking to **Purchase or Sell Residential Property** Designed For Use by 1-4 Families

Delaware law requires real estate salespersons and brokers to provide this CIS to you at the earlier of your first scheduled appointment or the first showing of a property. If your first contact is via fax or email, this CIS must be supplied with any other papers sent by electronic transmission. You must read and complete this CIS before you list your home for sale or go with a salesperson or broker to view homes to buy.

Customer first, then Client: You are a customer when you first contact a broker or salesperson. Once you have completed and signed this CIS, you may then become a client of that salesperson or broker, and he or she can start working for you.

Brokers and Salespersons as Statutory Agents: Under Delaware law, a real estate broker or salesperson is a statutory agent of yours unless you elect, in a written agreement, to enter into a common law agency relationship. A statutory agent is an independent contractor. He or she is NOT your fiduciary, but is an agent with duties specified by Delaware statutory law. Common law agency is explained on page 2.

Important Terms:

Client: The member of the public who is the principal in the statutory agency relationship.

Customer: A member of the public who is working with a licensee, but who has not yet entered into an agency relationship.

Delaware Real Estate Commission: The regulatory body which issues licenses to brokers and salespersons under Delaware law (licensee), and which hears complaints filed by the public with respect to licensees. License law and applicable rules and regulations are available on the Real Estate Commission's website at www.dpr.delaware.gov.

Designated Agent: An independent contractor working with you under statutory agency. He or she may be a broker or a salesperson.

Designated Subagent: A licensee working for you under statutory agency who is employed by a different brokerage organization than your designated agent.

Dual Agency: Whenever a dual agency relationship exists, the designated agent's broker of record and the brokerage organization may also be acting as dual agents. Examples are listed below:

1. If the same salesperson represents both the buyer and seller in a transaction, then that salesperson, his or her broker of record and brokerage organization are all dual agents.
2. If the buyer and seller are represented by two different salespeople working for the same broker of record, then the broker of record and the brokerage organization are both dual agents, but the salespersons are not.
3. If the buyer and seller are represented by two different salespeople working for different brokers of record under the same brokerage organization, then the brokerage organization is a dual agent.

Statutory Agent: An agent with duties under Delaware statutory law, not common law fiduciary duties. The agent is a statutory agent unless specifically hired as a common law agent as explained on page 2.

Confidentiality: Brokers and salespersons have a duty of confidentiality to all parties from the moment of their first contact. **A broker or salesperson MAY NOT disclose the following information UNLESS the affected party has provided his or her informed consent:**

1. The buyer is willing to pay more for the property than what has been offered.
2. The seller is willing to accept less than the asking price.
3. The seller or buyer will agree to terms other than those offered.
4. Any personal motivations for any party to a transaction, **IF** that party has requested that the information be kept confidential.

5. Other confidential information, **UNLESS** disclosure is required by law, or **UNLESS** failure to disclose would be fraud or intentional misrepresentation.
6. Facts or suspicions regarding circumstances which may psychologically impact or stigmatize property under Section 2930 of Title 24 of Delaware law unless by law it must be disclosed.
7. Facts or suspicions that someone is a registered sex offender under Delaware law. Information regarding registered sex offenders is available from the Delaware State Police at www.state.de.us/dsp/sexoff/index.htm.

Important Information:

1. The client and his or her broker and designated agent are not responsible for the wrongful actions of the other unless they had actual knowledge of the wrongful act, error, omission or misrepresentation; however, the person who was wrong is still responsible.
2. Notice given to a designated agent is considered notice to that designated agent's client. **Notice given to anyone else in the licensee's office is not considered notice to that client.**
3. Put it in writing! Statements and negotiations by a party are not binding until they are in writing and signed by the party.

Brokers and Salespersons MUST:

1. Comply with all applicable laws, including performing the duties required of him or her by the statute and rules and regulations of the Delaware Real Estate Commission.
2. Follow all other applicable laws, including laws governing fair housing and civil rights.
3. Perform as required by the terms of any written brokerage agreement, if one exists.
4. Exercise reasonable skill and care as a broker or salesperson.
5. Advise you to obtain expert advice on material matters outside his or her expertise.
6. Account to you in a timely manner for all money and property received.
7. Help to inform the parties regarding the progress of the transaction.
8. Disclose adverse material facts or defects actually known by the broker or salesperson.
9. Put any compensation agreement in writing.

Brokers and Salespersons MAY:

1. List similar properties for sale.
2. Show clients properties not owned by their other clients.
3. Show the same property one client is interested in to one or more other clients.
4. Provide information generally available to licensees, such as recent sales activity.
5. Give advice and opinions throughout the real estate transaction.
6. Help you prepare offers and counteroffers and present them in a timely manner so long as the forms used advise the parties that they may seek legal advice prior to signing.
7. Develop negotiating strategies or options for how to proceed with a transaction.
8. Perform ministerial tasks.
9. Cooperate with other brokers or salespersons.
10. Provide clients with relevant information and advice when requested.
11. Transmit financial information provided to them. Although they do not independently verify the accuracy or completeness of this information, they **MAY NOT** transmit financial information they know is false.

Common Law Agency: You should obtain disclosure of the potential legal liability and financial risks of common law agency and read and understand those risks before you enter into a common law agency relationship. Under Delaware law, salespersons and brokers may not be common law agents in transactions involving 1-4 family residential property unless the common law relationship is established in writing and the company policy of the brokerage organization is to represent only the seller or buyer as a single agent for each transaction and never as a dual agent. This

means that a property listed for sale could not be sold to a buyer represented by that brokerage organization, and a buyer represented by that brokerage organization could not buy a property listed for sale with that brokerage organization.

1. Client(s) or Customer(s): _____

2. Licensee: _____

3. Brokerage Office Name and Registered Phone Number:
_____ , _____

4. Relationship:

I am the **SELLER**. The licensee identified above is:

my designated seller's agent or subagent **only**.

my designated seller's agent and a dual agent, if I am selling my property to a buyer whom the agent also represents.

the buyer's agent and **NOT** my agent.

I am the **BUYER**. The licensee identified above is:

my designated buyer's agent **only**.

my designated buyer's agent and a dual agent, if I am buying a property from a seller whom the agent also represents.

the seller's agent or subagent and **NOT** my agent.

5. I acknowledge that I have been given an opportunity to read this CIS and I am entering into the relationship indicated above in section 4.

6. I am only obligated to pay a fee if I enter into a separate written brokerage agreement (for example, a listing or buyer agency agreement) signed by me.

Signature of Seller or Buyer Date: _____

Signature of Seller or Buyer Date: _____

Signature of Seller or Buyer Date: _____

Signature of Seller or Buyer Date: _____

Signature of Broker or Licensee Date: _____

Form Approved by the Delaware Real Estate Commission on November 8, 2007

SELLER'S DISCLOSURE OF REAL PROPERTY CONDITION REPORT

Seller (s) Name _____,

Property Address _____,

Approximate Age of Building/s _____ Date Purchased _____

Please complete the following form in its entirety.

Delaware Law Chapter 25, Title 6 requires a seller of residential property improved by dwelling units for 1-4 families to disclose in writing all material defects of the property that are known at the time the property is offered for sale or that are known prior to the time of final settlement. The disclosure must be made on this form approved by the Delaware Real Estate Commission and shall be updated as necessary for any material changes occurring in the property before final settlement. This report shall be given to all prospective Buyers prior to the time the Buyer makes an offer to purchase. This report signed by Buyer and Seller shall become a part of the purchase agreement. This report is a good faith effort by the seller to make the disclosures required by Delaware law not a warranty of any kind by the Seller or any Agents or Sub-Agents representing Seller or Buyer in the transfer and is not a substitute for any inspections or warranties that the Seller or Buyer may wish to obtain. The Buyer cannot hold the seller or Real Estate Agent responsible for defects in the property disclosed in this report; defects disclosed in an update of this report prior to settlement, provided Seller has complied with the Agreement of Sale, or defects which occur after settlement.

I. OCCUPANCY

Yes No Unknown

- 1. Does Seller currently occupy this property? If not, how long has it been since Seller occupied the property? _____
- 2. Is the property encumbered by a lease, option to purchase, or first right of refusal?
- 3. If the property is leased have all necessary permits/licenses been obtained?

II. DEED RESTRICTION, HOMEOWNERS ASSOCIATIONS/CONDOMINIUMS AND CO-OPS

- 4. Is the property subject to any Deed Restrictions?
- 5. Is the property subject to any private or public architectural review control other than building codes?
- 6. Is the property part of a condominium or other common ownership?
- 7. Is there a Homeowners Association, Civic Association, or Maintenance Corporation? (Circle all that apply)
- 8. If so, are there any fees, dues, assessments or bonds involved?
If "Yes", how much? _____ mandatory voluntary
- 9. Are there any unpaid assessments?
- 10. Have you received notice of any new or proposed increases in fees, dues, assessments or bonds?
- 11. Is there any condition or claim which may result in an increase in assessments or fees?
- 12. Name of Association /Representative? _____ Phone # _____

III. TITLE/ZONING INFORMATION

- 13. Is your property owned _____ in fee simple, _____ leasehold, _____ cooperative? (check one)
- 14. Are there any right-of-way, easements or similar matters that may affect the property?
- 15. Are there any shared maintenance agreements affecting this property?
- 16. Are there any zoning violations, non-conforming uses, or set-back violations?

IV. MISCELLANEOUS

- 17. Have you received notice from any local, state or federal agencies requiring repairs, alterations or corrections of any existing conditions?
- 18. Is there any existing or threatened legal action affecting this property?
- 19. Are there any violations of local, state or federal laws or regulations relating to this property?
- 20. Is there anything else you should disclose to a prospective buyer because it may materially and adversely affect the property, e.g., zoning changes, road changes, proposed utility changes, threat of condemnation, noise, bright lights, or other nuisance, etc.?
- 21. Are all the exterior door locks in the house in working condition?
- 22. Will keys be provided for each lock?
- 23. Have you had, or do you now have, any animals (pets) in the house?
- 24. Is there, or has there ever been, a swimming pool, hot tub, spa or whirlpool on the property? (Circle all that apply)
- 25. If "Yes", are there any defects in such systems?
- 26. If there is a pool, does it conform to all local ordinances?
- 27. What is the type of Trash Disposal? Private Municipal (Check one)
- 28. The cost of repairing and paving the streets adjacent to the property is paid for by (Check one)
The property owner(s), estimated fees: \$ _____.
Delaware Department of Transportation or the State of Delaware.
Unknown

Note of Buyer: Repairing and repaving of the streets can be very costly. (6 Delaware Code § 2578)

- 29. Is off street parking available for this property? If "Yes," number of spaces available: _____

V. ENVIRONMENTAL HAZARDS

30. Are there now or have there been any underground storage tanks (UST) in the property?
(e.g., heating fuel, propane, Septic) If "Yes" indicate location: _____
31. Is urea-formaldehyde foam insulation present?
32. Are asbestos containing materials present?
33. Are there any lead hazards? (e.g., lead paint, lead pipes, lead in soil)
34. Has the property been tested for radon gas or any other toxic or hazardous substances? (Attach copy of each test report if available.)

VI. LAND (SOILS, DRAINAGE AND BOUNDARIES)

35. Is there any fill or other fill material on the property?
36. Are there any sliding, settling, earth movement upheaval, earth stability, or methane gas release problems that have occurred on the property or in the immediate neighborhood?
37. Is any part of the property located in a flood zone or considered a wetlands area?
38. Do you know of any drainage or flood problems affecting the property?
39. Do you currently carry flood insurance?
40. Does the property have standing water in front, rear or side yard more than 48 hours after a heavy rain?
41. Are there any encroachments or boundary line disputes affecting the property?
42. Are there any tax ditches crossing or bordering the property?
43. Has the property ever been surveyed?
44. Are the boundaries of the property marked in any way?

VII. STRUCTURAL ITEMS

45. Have you made any additions or structural changes?
46. If "Yes", was all work done with all necessary permits and approvals in compliance with building codes?
47. Is there any movement, shifting, or other problem with walls or foundations?
48. Has the property or improvements thereon ever been damaged by fire, smoke, wind, or flood?
49. Was the structure moved to this site? Double Wide Modular Other: _____
50. Was fire retardant plywood used in the construction?
51. Is there any past or present water leakage in the house?
52. Are there any problems with driveways, walkways, patios, or retaining walls on the property?
53. Are there any repairs or other attempts to control the cause or effect of any problem described above?
54. Is there insulation in:
The ceiling / attic: _____
The exterior walls _____
Other places: _____
What type of insulation does your property have? _____

VIII. TERMITES, DRYROT, PESTS

55. Is there or has there been any infestation by termites, or other wood destroying insects?
56. Do you have any knowledge of any damage to the property caused by termites, other woodboring insects or dryrot?
57. Is your property currently under warranty or other coverage by a professional pest control company?
If "Yes" name of exterminating company. _____
58. Have there been any termite/pest control inspections or treatments for the property?

Yes No Unknown

IX. BASEMENT AND CRAWLSPACES (Complete only if applicable)

59. Does the property have a sump pump? If "Yes", where does it drain? _____
60. Is there any water leakage, accumulation, or dampness within the basement or crawlspace?
61. Have there been any repairs or other attempts to control any water or dampness problem in the basement or crawlspace?
62. Are there any cracks or bulges in the floor or foundation walls?

X. ROOF

63. Date last surface installed, if known: _____
64. How many layers of roof material are there (e.g., new shingles over old shingles)? _____
65. Are there any problems with the roof, flashing, or rain gutters? If repaired during your ownership, please explain on last pg.
66. If under warranty, is warranty transferable?
67. Where do your gutters drain? Surface Drywells Storm Sewers Unknown

XI. PLUMBING-RELATED ITEMS

68. What is your drinking water source? _____
69. What type of plumbing (copper, lead, cast iron, PVC polybutylene, galvanized) is in the building?
 1-water supply _____ 2-drainage _____
70. Have there been any additions/upgrades to the original service?
71. If any, was the work done by a licensed contractor?
72. If your drinking water is from a well, when was your water last tested and what were the results of the test? _____
73. When was well installed? _____ Location of well? _____ Depth of well? _____
74. Is there a water treatment system? If "Yes" Leased _____ Owned (Check One) _____
75. What is the type of sewage system? Public Sewer _____ Community Sewer _____ Septic Tank _____ Cesspool _____
76. If septic, type: Gravity Fed _____ Capping Fill _____ LPP _____ Mound _____ Holding Tank _____ Other: _____
77. When was septic tank or cesspool last serviced? _____
78. Has a soil/site evaluation ever been done? If "Yes" when? _____ Results? _____
79. Are there any leaks, backups, or other problems relating to any of the plumbing, water and sewage related items?
80. Are there any shut off, disconnected, or abandoned wells, underground water or sewer tanks on property?
81. Water Heater Electric _____ Fuel _____ Oil _____ Gas _____ Other: _____

XII. HEATING AND AIR CONDITIONING

82. What is the type of heating system and Air? (e.g. oil forced air, gas hot water or base board, etc.) _____
83. Age of furnace _____ Date of last service _____
84. Are there any contractual obligations affecting the fuel supply, tanks or systems? _____
85. What is the type of Air Conditioning System? (e.g. central, units) _____
86. Age of Air Conditioning System _____ Date of last service _____
87. Have there been any additions/upgrades to the original service?
88. If any, was work done by a licensed contractor?
89. Are there any problems with the heating or air conditioning systems?

XIII. ELECTRICAL SYSTEM

90. What type of wiring (copper, aluminum, other, etc.) is in this building? _____
91. What amp service does it have? 60 _____ 100 _____ 150 _____ 200 _____ Other _____ Circuit Breakers _____ Fuses _____
92. Does it have 220 volt service? _____
93. Do fuses blow or circuit breakers trip when two or more appliances are being used at the same time?
94. Have there been any additions to the original service?
95. If "Yes", was work done by a licensed electrician?
96. Are you aware of any wall switches, light fixtures or electrical outlets in need of repair?

XIV. WOODBURNING STOVE OR FIREPLACE

97. Do you have: woodburning stove? _____ fireplace? _____ insert? _____ Other: ? _____
98. Was it part of original house design?
99. Was it installed by a professional contractor or manufacturer's representative?
100. Are there any problems? _____
101. When were the flues/chimney last cleaned, serviced or repaired? _____ Explain nature of service or repair on Pg. 5..

XV. MAJOR APPLIANCES AND OTHER ITEMS

(A) Are the following items in good working order? (The Sales Agreement will specify what is included or excluded)

1. Oven & Range	Yes	No	N/A	17. Window/Wall Air Conditioners	Yes	No	N/A
2. Refrigerator	Yes	No	N/A	18. Smoke Detectors	Yes	No	N/A
3. Dishwasher	Yes	No	N/A	19. Fireplace Equipment	Yes	No	N/A
4. Disposal	Yes	No	N/A	20. Electric Air Filters	Yes	No	N/A
5. Microwave	Yes	No	N/A	21. Attic Fan	Yes	No	N/A
6. Washer	Yes	No	N/A	22. Whole House Fan	Yes	No	N/A
7. Dryer	Yes	No	N/A	23. Ceiling Fan(s)	Yes	No	N/A
8. Bathroom/Vent Fans	Yes	No	N/A	24. Security Systems (if owned)	Yes	No	N/A
9. Trash Compactor	Yes	No	N/A	25. Intercoms	Yes	No	N/A
10. Water Treatment System (if owned)	Yes	No	N/A	26. Solar Equipment	Yes	No	N/A
11. Water Heater	Yes	No	N/A	27. Attached Antenna/Rotor	Yes	No	N/A
12. Sump Pump	Yes	No	N/A	28. Range Hood	Yes	No	N/A
13. Storms (All Windows)	Yes	No	N/A	(Exhaust Fan)	Yes	No	N/A
14. Screens(All Windows)	Yes	No	N/A	29. Garage Door Openers, Remotes	Yes	No	N/A
15. Humidifier	Yes	No	N/A	30. Other: _____	Yes	No	N/A
16. Dehumidifier	Yes	No	N/A	31. Other: _____	Yes	No	N/A

Explain any problems with the above items

(Additional space is available on pg 5)

(B) Are you aware of any problems affecting these areas?

1. Ceilings	Yes	No	Unknown
2. Exterior and Interior Walls	Yes	No	Unknown
3. Floors	Yes	No	Unknown
4. Windows	Yes	No	Unknown
5. Patios/Decks/Porches	Yes	No	Unknown

If you have indicated there is a problem with any of the preceding items on pages 1 through 4, please provide a detailed explanation on Page 5.

Are any Additional Sheets Attached to This Form? No Yes: Number of Additional Sheets: _____

ACKNOWLEDGMENT OF SELLER

Seller has provided the information contained in this report. This information is to the best of seller's knowledge and belief, complete, true and accurate.

Seller has no knowledge, information or other reason to believe that any defects or problems with the property have been disclosed to or discussed with any Real Estate Agent or Broker involved in the sale of this property other than those set forth in this report.

Seller does hereby indemnify and hold harmless any Real Estate Agents involved in the sale of this property from any liability incurred as a result of any third-party reliance on the disclosures contained herein on any subsequent amendment hereto.

Seller's Broker and/or Cooperating Broker, if any, is/are hereby authorized to furnish this to any prospective buyer.

This is a legally binding document. If not understood, consult an attorney.

Seller _____ Date _____ Seller _____ Date _____

Date the Contents of This Document were last updated: _____

ACKNOWLEDGMENT OF BUYER

I am relying upon the above report and statements within the sales contract as representative of the condition of property, and not relying upon any other information about the property.

I have carefully inspected the property. I acknowledge that agents are not experts at detecting or repairing physical defects in property.

I understand there may be areas of the property of which seller has no knowledge and this disclosure statement does not encompass those areas.

Unless stated otherwise in my contract with seller, the property is real estate being sold in its present condition, without warranties or guarantees of any kind by seller or any agent. I have read and received a signed copy of this report.

I may negotiate in my agreement of sale for other professional advice and/or inspections of the property.

I understand there may be projects either planned or being undertaken by the State, County or Local Municipality which may affect this property of which the Seller has no knowledge. I further understand that it is my responsibility to contact the appropriate agencies to determine whether any such projects are planned or underway. If I do not understand the impact of such projects(s) on the property I am purchasing, I should consult my Attorney.

I understand that before signing an Agreement of Sale, I may review the applicable Master Plan or comprehensive Land-Use Plan for the county and/or appropriate city or town plans showing planned land-uses, zoning, roads and highways, locations and nature of current or proposed parks and other public facilities.

This is a legally binding document. If not understood, consult an attorney.

BUYER _____ DATE _____ BUYER _____ DATE _____





Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: _____, _____
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: _____
- Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

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.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (**initial** and complete (i) or (ii) below):

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

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

b. Records and reports available to the Seller (**initial** and complete (i) or (ii) below):

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

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

III. Purchaser's Acknowledgment (each Purchaser **initial and complete items c, d, e and f below)**

c. Purchaser has read the Lead Warning Statement above.

d. Purchaser has received copies of all information listed above. (If none listed, check here.)

e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser **initial** (i) or (ii) below):

(i) 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.

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

IV. Agent's Acknowledgment (initial** item 'g' below)**

g. Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. Certification of Accuracy

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

Seller Date

Purchaser Date

Seller Date

Purchaser Date

Agent Date

Agent Date



LF089
7/04





**AFFILIATED BUSINESS ARRANGEMENT
DISCLOSURE STATEMENT**

For Agent Use:	
Agent Name: _____	
_____	_____
First	Last
Office Name: _____	

Please Check One: Buyer Seller

To (Client's Name): _____

Client Phone Number(s): Home: _____ Work: _____ Cell: _____

Property Address: (Street) _____ (City) _____ (State) _____ (Zip) _____

From: _____ MLS #: _____ Email: _____

Property Type (check one): Single-family Townhouse Condo Co-op Multi-family Lot / Land

In connection with the sale and purchase of this property, you may need to obtain certain settlement services. This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster") has business relationships (e.g., direct or indirect ownership interests, joint ventures and/or contractual relationships including marketing agreements and/or office leases) with the following mortgage, title, closing, and insurance service providers:

Lenders for mortgage financing:

- Prosperity Mortgage Company**
- Walker Jackson Mortgage Corporation**

To close your purchase or sale and/or for title insurance:

- | | |
|--|----------------------|
| RGS Title and/or its affiliate Mid-States Title of Virginia LLC | (VA, MD, DC, DE, PA) |
| Brennan Title Company and/or its affiliate Positive Title LLC | (VA, MD, DC, DE) |
| MBH Settlement Group LC and/or its affiliate Eastern Title LLC | (VA, MD) |
| Sage Title Group, LLC | (MD, DC) |
| Settlement Professionals, LLC | (MD, DC) |
| Bon Air Title and/or its affiliate Bon Air/Long & Foster Title Agency LLC | (Richmond) |
| Shaheen & Shaheen and/or its affiliate Long & Foster Great American Title LLC | (Hampton Roads) |
| Shaffer Title & Escrow Inc. and/or its affiliate Long & Foster Shaffer Title Services LLC | (Hampton Roads) |
| Homestead Settlement Services LLC and/or its affiliate Mid-States Title of Roanoke LLC | (Southwest VA) |
| Mid States Title of Southwest Virginia LLC | (Southwest VA) |
| Trump & Trump and/or its affiliate Long & Foster of WV Title Insurance Agency LLC | (WV) |
| Long & Foster Settlement Services LLC | (Philadelphia / NJ) |

For insurance, including property, hazard, and flood:

- Long & Foster Insurance Agency, Inc.**

As a result of these relationships, referrals to any of the above-listed entities may provide Long & Foster (and/or any of its subsidiaries or affiliates) with a financial or other benefit.

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

LENDER CHARGES

PROSPERITY MORTGAGE COMPANY and WALKER JACKSON MORTGAGE CORPORATION charge fees which may include discount points, an origination fee, and/or a Yield Spread Premium (YSP), which accompany the interest rate you choose and which are listed as percentages of the loan amount. There may be other lender fees that are charged as flat dollar amounts. Estimated ranges for these charges are provided below. Please consult with your lender for a list of applicable charges.

Discount Points: <u>0% - 4%</u>	Origination Fee: <u>0% - 1%</u>	YSP: <u>0% - 4%</u>
Application Fee: <u>\$0 - 1,500</u>	Commitment Fee: <u>\$0 - 150</u>	Processing Fee: <u>\$0 - 395</u>
		Underwriting Fee: <u>\$0 - 199</u>



A lender is allowed to require the use of an attorney, credit reporting agency or real estate appraiser chosen to represent the lender's interest. Set forth below is the estimated charge or range of charges for the settlement services of a credit reporting agency and real estate appraiser that will be required as a condition of your loan on this property, to represent the lender's interest in the transaction. Amounts required for special credit reports such as business credit reports or for appraisals of larger properties are collected when the work is done.

Credit Report: \$60 (maximum)

Appraisal: \$375-\$1,000 (if property value is over \$1.5M, ask for a quote)

CLOSING FEES, TITLE INSURANCE & OTHER CHARGES

Closing fees and other charges may be collected by your settlement company. These fees are not always determined consistently-- even within the same company or office. Please consult with your settlement company for a list of charges.

Estimated owners' title insurance premiums (per \$1,000 of sales price) are provided below for "enhanced" coverage. Other options may be available, including less comprehensive "standard" coverage and a "reissue rate," which could reduce your charges.

<u>Virginia</u>		<u>West Virginia</u>		<u>Pennsylvania</u>	
First \$100,000	\$4.90	First \$100,000	\$4.76	First \$30,000	\$15.40
\$100,001-\$500,000	\$4.40	\$100,001-\$500,000	\$4.08	\$30,001-\$45,000	\$7.98
\$500,001-\$1,000,000	\$3.75	\$500,001-\$5,000,000	\$3.60	\$45,001-\$100,000	\$6.60
Over \$1,000,000	Ask for quote			\$100,001-\$500,000	\$5.50
Simultaneous issue of Lenders' Policy (VA) is \$100.00.		Simultaneous issue of Lenders' Policy (WV) is \$50.00.		\$500,001-\$1,000,000 \$4.13	
Title insurance commitment fee per owner/lender policy will not exceed \$125.00.		Title insurance commitment fee per owner/lender policy will not exceed \$50.00.		Lender required endorsements (PA) approx. \$150.00.	

<u>Maryland</u>		<u>District of Columbia</u>		<u>North Carolina</u>	
First \$250,000	\$4.20	First \$250,000	\$5.70	First \$100,000	\$2.90
\$250,001-\$500,000	\$3.60	\$250,001-\$500,000	\$5.10	\$100,001-\$500,000	\$1.90
\$500,001-\$750,000	\$3.30	\$500,001-\$1,000,000	\$4.50	\$500,001-\$2,000,000	\$1.20
\$750,001-\$1,000,000	\$3.00			\$2,000,001-\$7,000,000	\$0.90
Simultaneous issue of Lenders' Policy (MD and DC) is \$35.00.				Over \$7,000,000	\$0.60
Title insurance commitment fee per owner/lender policy will not exceed \$75.00.				Closing Services Insurance premium (NC) is included in the rates above, but is optional.	

<u>Delaware</u>		<u>New Jersey</u>	
First \$100,000	\$4.20	First \$100,000	\$6.30
\$100,001-\$1,000,000	\$3.60	\$100,001-\$500,000	\$4.80
\$1,000,001-\$5,000,000	\$3.00	\$500,001-\$2,000,000	\$3.30
		Over \$2,000,000	\$2.70
Simultaneous issue of Lenders' Policy (DE) is \$25.00.		Simultaneous issue of Lender's Policy (NJ) is \$25.00.	
Title insurance commitment fee per owner/lender policy will not exceed \$75.00.		Lender required endorsements are approx. \$25.00 each.	
		Miscellaneous charges are approx. \$125.00. Out of pocket costs are approx. \$170.00. Title Search / Exam Fee is \$105.00.	

INSURANCE CHARGES

LONG & FOSTER INSURANCE AGENCY, INC. is an insurance agency representing many different insurers. The only cost is the insurance policy coverage chosen by you.

Homeowners Insurance premium: \$300-\$1,600+ per year

Flood insurance is not included in the estimate above, but may be available for an additional fee.

HOME WARRANTY DISCLOSURE

No Long & Foster affiliated company has an ownership interest in any company offering home warranty insurance; however, when a Seller or Purchaser purchases a home warranty insurance policy through a Long & Foster sales associate, Long & Foster Real Estate, Inc. receives a maximum of \$90.00 of the premium paid for services performed in the placement of the warranty.

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that Long & Foster Real Estate, Inc. is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

_____/_____/_____/_____ / _____ / _____ / _____
 Signature Date Signature Date





Seller(s): _____

Property Address: _____

AUTHORITY TO DISCLOSE THE EXISTENCE OF OFFERS

Seller is advised that prospective buyers or cooperating brokers may inquire of Broker or Broker's agents as to whether existing written offers have been received for the purchase of the Property and the source of offers (i.e., whether offers were obtained by the listing agent, by another agent in the listing firm, or by a cooperating broker). The disclosure of the existence of written offers could be either beneficial or detrimental to Seller. For example, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible, or such disclosure could result in the interested buyer electing not to make an offer.

Seller hereby:

Elects to authorize Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers, and the source of other offers (i.e., whether offers were obtained by the listing agent, by another agent in the listing firm, or by a cooperating broker);

OR

Does not authorize Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers.

SELLER:

DATE:

