

**General instructions: please read all the below**

If unsure about what to put in a particular field—email [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com) – **ALL RED FIELDS\*** ARE REQUIRED & MUST BE FILLED IN.

**IMPORTANT:**

- **Open this packet ONLY with Adobe Reader** – If you use a Mac – DO NOT use Mac Preview – it will not save correctly.
- **MLS Description about Your Property** - Please read the character/space limitation for your MLS (found on the MLS paperwork & our website in the “Property Details” section of your account).
- **Directions to your property** - We need actual directions – NOT see mapquest or google maps – the MLS will fine you for putting that in the directions. Pay attention to character limitations for your MLS.
- **Step 3 – Property Photos** – **do not upload more photos than what you paid for.** Basic MLS package includes 8 photos. Most clients load up to 20-30 pics. Get the Max MLS pictures, if you purchase the “Showcase Listing” either on our Secure Website or the credit card form attached to the back of this MLS package.
- **DO NOT LOAD PICS LARGER THAN 2 MB OR IT WILL CRASH YOUR ACCOUNT.**
- **Step 4 – The MLS Listing Agreement** – This packet requires a digital signature or signed the old fashioned way by printing it out. You can upload this form into Step 5 or email it to us [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com)
- **Step 5 – The Data Input Sheets** do not require a digital signature – just typed. At the end of Step 5 – you can upload Step 4’s “MLS Listing Paperwork” – rather than e-mailing it to us.
- **Digital Signatures** - You can digitally sign Step 4 - the MLS Listing Agreement or sign the old fashioned way by printing it out. Not sure how – take 5 minutes to learn how - [http://www.youtube.com/watch?v=tjThKppi\\_iw](http://www.youtube.com/watch?v=tjThKppi_iw)

Data requirements differ from MLS to MLS, so we may not be able to show all the information you provide us on your listing.

To submit your form via **email**:

1. Complete the form on your computer.
2. Click on the **Green “Save As PDF” Button on the Credit Card Form** to save to your computer.
3. Then attach the form in Step 5 (the Data Input Sheets) or to an e-mail and return to us at [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com)

To submit your form via **fax**:

1. Complete the form on your computer.
2. Click on the **Green “Save As PDF” Button located on the Credit Card Form** towards the back of the packet to save to your computer.
3. Print the form and then manually sign it.
4. Then use the fax cover sheet (must be first page of fax or we will not get it) and fax to the number on the fax cover sheet (fax cover sheet is the last page of this packet).
5. E-mail us to tell us you faxed it. [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com)

To submit your form via **scan and email**:

1. Complete the form on your computer.
2. Click on the **Green “Save As PDF” Button on the Credit Card Form** to save to your computer.
3. Print the form and then manually sign it.
4. Then scan the document (as a pdf only and as one whole pdf – not individual pages – this is a setting on your scanner).
5. Then attach the scan to an e-mail and return to us at [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com) – be sure scanned file is not larger than 9 MB or we will not get it.

To **mail** the form:

1. Complete the form on your computer.
2. Click on the **Green “Save As PDF” Button on the Credit Card Form** to save to your computer.
3. Print the form and then manually sign it.
4. Mail the form to For Sale By Owner Services, 3 Palomino Court, Spotsylvania, VA 22551

This program saves you 3-6% but that means you have to read the FAQ’s to educate yourself on the process. This will take you about 10 mins to read. This is a requirement and can be found on our website under Resources “FSBO FAQs”

**EXCLUSIVE AGENCY LISTING AGREEMENT**

This Exclusive agency Listing Agreement ("Agreement") is made on \_\_\_\_\_,  
by and between \_\_\_\_\_ ("Seller") and  
Cottage Street Realty, LLC ("Broker").  
(Insert Firm Name)

**1. APPOINTMENT OF BROKER.** In consideration of the services provided by Broker and described in this Agreement, Seller hereby appoints Broker as Seller's sole and exclusive listing agent and grants Broker the exclusive agency the real property described as follows ("Property"):

**2. PROPERTY.**

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_  
City \_\_\_\_\_, Virginia Zip Code \_\_\_\_\_  
TAX Map/ID # \_\_\_\_\_ Parking Space(s) # \_\_\_\_\_  
Legal Description: Lot(s) \_\_\_\_\_ Block/Square \_\_\_\_\_ Section \_\_\_\_\_ Phase \_\_\_\_\_  
Subdivision or Condominium \_\_\_\_\_ Storage Unit # \_\_\_\_\_  
County/Municipality \_\_\_\_\_ Deed Book/Liber # \_\_\_\_\_ Page/Folio # \_\_\_\_\_  
Historic District Designation \_\_\_\_\_

**3. PARTIES' CONTACT INFORMATION.****Seller**

Mailing Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_  
Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_ (Cell) \_\_\_\_\_ (Fax) \_\_\_\_\_  
Email: \_\_\_\_\_  
SS# (optional) \_\_\_\_\_

**Broker**

Mailing Address: 8300 Boone Blvd (this in NOT the address of AGENT-do not MAIL to this address-call for mail address)  
City, State, and Zip Code: Vienna, VA 22182  
Telephone: 703-551-4757  
Email: debbiekent@mrisc.com Fax: 866-485-9310

**4. TERM OF AGREEMENT.** This Agreement shall commence when signed by all parties and shall expire at 11:59 PM on (180 days (6 months) from today's date) ("Listing Period").  
If a sales contract for the Property is ratified during the Listing Period which provides for a settlement date beyond the Listing Period, this Agreement shall be extended automatically until final disposition of the sales contract.

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

**6. CONVEYANCES.** The Property includes the following existing personal property and fixtures: any built-in heating and central air conditioning equipment, plumbing and lighting fixtures, storm windows, storm doors, screens, installed wall-to-wall carpeting, exhaust fans, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices DO NOT convey. If more than one of an item convey, the number of items is noted.

The items marked YES below are currently installed or offered:

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

OTHER

**AS IS ITEMS**

Seller does not warrant the condition or working order of the following items and/or systems:

**LEASED ITEMS, SYSTEMS AND/OR SERVICE CONTRACTS**

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

**7. HOMEOWNER WARRANTY**

Seller has the option to purchase a homeowner warranty, which can be in effect during the Listing Period and will transfer to the Buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations.

Cost not to exceed \$ \_\_\_\_\_. Warranty provider to be \_\_\_\_\_.

## 8. UTILITIES (Check all that apply)

Water Supply: ☐ Public ☐ Private Well ☐ Community Well

Sewage Disposal: ☐ Public ☐ Septic # BR: \_\_\_\_\_

Type of Septic System: ☐ Community ☐ Conventional ☐ Alternative ☐ Experimental

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

\*Section 32.1-164:1 of the Code of Virginia requires Seller to disclose whether the onsite septic system serving the Property is operating under a waiver of repair and/or maintenance requirements imposed by the State Board of Health. If the septic system is operating pursuant to a waiver, then the Seller must provide the buyer with the "Disclosure Regarding Validity of Septic System Permit" prior to contract ratification. Such waiver is not transferable to the buyer.

Hot Water: ☐ Oil ☐ Gas ☐ Elec. ☐ Other \_\_\_\_\_ Number of Gallons \_\_\_\_\_

Air Conditioning: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other \_\_\_\_\_ ☐ Zones \_\_\_\_\_

Heating: ☐ Oil ☐ Gas ☐ Elec. ☐ Heat Pump ☐ Other \_\_\_\_\_ ☐ Zones \_\_\_\_\_

## 9. BROKER DUTIES.

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

**A)** Broker shall protect and promote the interests of Seller and shall provide Seller with services consistent with the standards of practice and competence that are reasonably expected of licensees engaged in the business of real estate brokerage.

**B)** Broker shall use reasonable efforts and act diligently to seek buyers for the Property at the price and terms stated herein or otherwise acceptable to the Seller, to negotiate on behalf of the Seller and to assist in the consummation of the sale of the Property.

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

**D)** Broker shall make a blanket unilateral offer of cooperation and compensation to other brokers in any multiple listing service ("MLS") that the Broker deems appropriate. Broker shall disseminate information regarding the Property, including the entry date, listing price(s), final price and all terms, and expired or withdrawn status, by printed form and/or electronic computer service, which may include the internet, during and after the expiration of this agreement.

Upon full ratification of this Agreement, Broker shall enter the listing information into the MLS database:

☒ Within 48 hours (excluding weekends and holidays); **OR**

☐ On or before: \_\_\_\_\_

**E)** ~~Broker shall install "For Sale" signs on the Property, as permitted.~~ Seller is responsible for clearly marking the location of underground utilities, equipment or other items that may be damaged by the placement of the sign. \_\_\_\_\_

**F)** Broker shall show the Property during reasonable hours to prospective buyers and shall accompany or accommodate, as needed, other real estate licensees, their prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspections of the Property, to facilitate and/or consummate the sale of the Property. Broker shall install an electronic keybox on the Property to allow access and showings by real estate licensees who are members of area REALTOR® Associations authorized to use the electronic keybox system.

**G)** Broker shall present all written offers or counteroffers to and from the Seller, in a timely manner, even if the Property is already subject to a ratified contract of sale, unless otherwise instructed by the Seller in writing.

**H)** Broker shall account, in a timely manner, for all money and property received in trust by Broker, in which the Seller has or may have an interest.

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

## **11. TYPES OF REAL ESTATE REPRESENTATION - DISCLOSURE AND INFORMED CONSENT.**

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

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

**Designated Representation** occurs when a buyer and seller in one transaction are represented by different sales associate(s) affiliated with the same Broker. Each of these sales associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. In the event of designated representatives, each representative shall be bound by client confidentiality requirements, set forth above. The Broker remains a dual representative.

☐ The Seller consents to designated representation **OR** ☐ The Seller does not consent to designated representation which means the Seller does not allow the Property to be shown to a buyer represented by this Broker through another Designated Representative associated with the firm. The Broker will notify other real estate licensees via the MLS whether the Seller consents or does not consent to Designated Representation.

**Dual Representation** occurs when the same Broker and the same sales associate(s) represent both the buyer and seller in one transaction. In the event of dual representation, the Broker shall be bound by confidentiality requirements for each client, as set forth above.

☒ The Seller consents to dual representation **OR** ☐ The Seller does not consent to dual representation, which means the Seller does not allow the Property to be shown to a buyer represented by this Broker through the same sales associate(s). The Broker will notify other real estate licensees via the MLS whether the Seller consents or does not consent to Dual Representation.

**Non-Agency** occurs when the real estate licensee does not represent either party and acts to facilitate the transaction by assisting the parties to reach an agreement, as an independent contractor and without being an advocate for the interest of either party. In the event of non-agency, the real estate licensee would not owe traditional fiduciary duties to the consumer, but would still owe the consumer duties imposed on all licensees by the Commonwealth of Virginia.

## **12. BROKER COMPENSATION.**

**A. Payment.** The Seller shall pay the Broker in cash **total compensation** of 3% (Compensation) if, during the term of this Agreement, the Broker or any other broker (s) (or agent thereof) produces a buyer ready, willing and able to buy the Property.

The Compensation is also earned if within 90 days after the expiration or termination of this Agreement, a contract is ratified with a ready, willing and able buyer to whom the Property had been shown during the term of this Agreement; provided, however, that the Compensation need not be paid if a contract is ratified on the Property while the Property is listed with another real estate company.

**B. Selling Broker.** The Broker shall offer a portion of the Compensation to the selling broker as indicated:

Sub-Agency Compensation: 0

Buyer Agency Compensation: 3%

Non-Agency Compensation: 0

*Note: Compensation may be shown by a percentage of the gross selling price, a definite dollar amount or "N" for no compensation.*

*The Broker's compensation and the sharing of compensation between brokers are not fixed, controlled, recommended or suggested by any multiple listing service or Association of REALTORS®.*

**C. Retainer Fee.** The Broker acknowledges receipt of a retainer fee in the amount of n/a which ☐ shall, **OR** ☐ shall not be subtracted from the Compensation. The retainer is non-refundable and is earned when paid.

**D. Early Termination.** In the event Seller wishes to terminate this Agreement prior to the end of the Listing Period, without good cause, Seller shall pay Broker N/A ("Early Termination Fee") before Broker's execution of a written release.

**13. AUTHORIZATION TO DISCLOSE OTHER OFFERS.** In response to inquiries from buyers or cooperating brokers, Broker may not disclose, without the Seller's approval, the existence of other written offers on the property.

Seller ☒ does **OR** ☐ does not authorize the Broker and sales associate to disclose such information to buyers or cooperating brokers.

If the Seller does give such authorization, the Seller acknowledges that the Broker and Sales associate (s) must disclose whether the offers were obtained by the listing agent, another member of the listing Broker's firm, or by a cooperating broker.

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

**15. EMPLOYEE RELOCATION PROGRAM.**

The Seller is participating in any type of employee relocation program ☐ Yes **OR** ☐ No.

If "Yes": (a) the program is named: \_\_\_\_\_, Contact # \_\_\_\_\_ and

(b) terms of the program are: \_\_\_\_\_

If "No" or the Seller has failed to list a specific employee relocation program, then the Broker shall have no obligation to cooperate with or compensate any undisclosed program.

**16. CONDOMINIUM ASSOCIATION.** The Seller represents that the Property ☐ is, **OR** ☐ is not located within a development which is a Condominium or Cooperative. Condominiums or Cooperatives being offered for sale are subject to the receipt by buyers of the required Disclosures, and the Seller is responsible for payment of appropriate fees and for providing these disclosure documents to prospective buyers as prescribed in the Condominium Act, Section 55-79.39 et seq., and the Cooperative Act, Section 55-424, et seq., of the Code of Virginia.

The Condominium or Cooperative dues are \$ \_\_\_\_\_ per \_\_\_\_\_ (frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Condominium or Cooperative Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

**17. PROPERTY OWNER'S ASSOCIATION.** The Seller represents that the Property ☐ is **OR** ☐ is not located within a development(s) which is subject to the Virginia Property Owners' Association Act, Sections 55-508 through 55-516 of the Code of Virginia. If the Property is within such a development, the Seller is responsible for payment of the appropriate fees and for providing these disclosure documents to the buyers.

The Condominium or Cooperative dues are \$ \_\_\_\_\_ per \_\_\_\_\_ (frequency of payment).

Special Assessment \$ \_\_\_\_\_ for \_\_\_\_\_

Property Owners Association Name: \_\_\_\_\_

Management Company: \_\_\_\_\_ Phone #: \_\_\_\_\_

**18. PROPERTY CONDITION.** The Seller acknowledges that the Broker has informed the Seller of the Seller's rights and obligations under the Virginia Residential Property Disclosure Act. This Property ☐ is, **OR** ☒ is not exempt from the Act. If not exempt, the Seller has completed and provided to the Broker a Residential Property Disclosure Statement.

Seller acknowledges Broker is required to disclose to prospective buyers all material adverse facts pertaining to the physical condition of the Property actually known by the Broker. The Broker shall not, however, be obligated to discover latent defects in the Property or to advise on property condition matters outside the scope of the Broker's real estate license. Seller shall indemnify, save, and hold Broker harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material adverse facts.

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

**20. CURRENT LIENS.** Seller represents to Broker that the below information is true and complete to the best of Seller's information, knowledge and belief:

**A.** The Property is security for a first mortgage or Deed of Trust loan held by (Lender Name):  
**DO NOT NEED THIS SECTION FILLED OUT** Account # \_\_\_\_\_ with an  
approximate balance of \$ \_\_\_\_\_ **0.00**. Lender Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

**B.** The Property is security for a second mortgage or Deed of Trust loan held by (Lender Name):  
\_\_\_\_\_ Account # \_\_\_\_\_ with an  
approximate balance of \$ \_\_\_\_\_. Lender Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

**C.** The Property is security for a line of credit or home equity line of credit held by (Lender Name):  
\_\_\_\_\_ Account # \_\_\_\_\_ with an  
approximate balance of \$ \_\_\_\_\_. Lender Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

*Check where applicable:*

**D.** ☐ The Property is not encumbered by any mortgage or Deed of Trust.

**E.** ☐ Seller is current on all payments for the loans identified in numbered items A, B, and C above.

**F.** ☐ Seller is not in default on any loan identified in numbered items A, B, and C, above; and has not received any notice(s) from the holder of any loan identified in numbered items A, B, and C above; or from any

other lien holder of any kind, regarding a default under the loan; threatened foreclosure, notice of foreclosure; or the filing of foreclosure.

G. ☐ There are no liens secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid condominium or homeowners' association fees.

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

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

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

**21. SELLER FINANCING.** Seller agrees to offer seller financing by providing a \_\_\_\_\_ Deed of Trust loan in the amount of \$\_\_\_\_\_ with further terms to be negotiated.

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

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

**Sellers Proceeds:** The Seller acknowledges that Seller's proceeds may not be available at the time of settlement. The receipt of proceeds may be subject to the **Virginia Wet Settlement Act**, and may be subject to other laws, rules and regulations (e.g. Virginia estate statutes and the **Foreign Investment Real Property Tax Act - FIRPTA**).

**Sellers are advised to seek legal and/or financial advice concerning these matters.**

**23. IRS/FIRPTA:** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information upon request. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller represents that Seller ☐ is **OR** ☐ is not, a foreign person for purposes of U.S. income taxation.

## **24. MISCELLANEOUS PROVISIONS.**

### **A. Seller Representations and Warranties.**

- Seller has capacity to convey insurable and marketable title to the Property.
- Seller is not a party to a listing agreement with another broker for the sale, exchange or lease of the Property.
- No person or entity has the right to purchase, lease or acquire the Property, by virtue of an option, right of first refusal or otherwise.
- The Seller ☐ is, **OR** ☐ is not a licensed (active/inactive) real estate agent/broker.
- Seller ☐ has **OR** ☐ has no knowledge of the existence, removal or abandonment of any underground storage tank on the property.

**B. Access to the Property.** Seller shall provide keys to Broker for access to the Property to facilitate the Broker's duties under this Agreement. In the event the Property is subject to a lease, the Seller shall provide Broker with the lease documents and shall use best efforts to obtain the full cooperation of the tenants, in connection with showings and inspections of the Property.



**C. Seller Assumption of Risk.** The Seller retains full responsibility for the property, including all utilities, maintenance, physical security and liability until title to the property is transferred to purchaser. Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate property and liability insurance through Seller's own insurance company.

Broker is not responsible for the security of the property or for inspecting the property on any periodic basis. If the property is or becomes vacant during the Listing Period, Seller must notify Seller's home owner's insurance company and request a "Vacancy Clause" to cover the property.

In consideration of the use of Brokers services and facilities and of the facilities of any Multiple Listing Service, the Seller and Seller's heirs and assigns hereby release the Broker, Sales Associates accompanying buyers or prospective buyers, any Multiple Listing Service and the Directors, Officers and employees thereof, including officials of any parent Association of REALTORS®, except for malfeasance on the part of such parties, from any liability to the Seller for vandalism, theft or damage of any nature whatsoever to the Property or its contents that occurs during the Listing Period. Seller waives any and all rights, claims and causes of actions against them and holds them harmless for any Property damage or personal injury arising from the use or access to the Property by any persons during the Listing Period.

**D. Appropriate Professional Advice.** The Broker can counsel on real estate matters, but if the Seller desires legal advice, the Seller is advised to seek legal counsel. The Seller is advised further to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters.

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

**F. Governing Law.** The laws of Virginia shall govern the validity, interpretation and enforcement of this Agreement.

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

## 25. ADDITIONAL TERMS:

**Broker/Agent will not assist in drafting, negotiation, counteroffers, amendments, satisfying owner's contract obligations or facilitating settlement unless services are requested and Paid (\$475 add'l) or included with the "Whole Enchilada" package. Seller has the option to sell FSBO and not pay any commission. Seller may not have flyers/brochures in view of public w/2 different sale prices. Seller to provide a copy of ratified contract within 12 hours of acceptance and signed HUD1 within 12 hours of closing. Signs and Lockboxes are strongly recommended and may be rented from the agent.**

\_\_\_\_\_  
Date                      Seller

\_\_\_\_\_  
Date                      Seller

\_\_\_\_\_  
Date                      Broker/Sales Manager  
Cottage Street Realty, LLC

**Debbie Crevier-Kent**  
\_\_\_\_\_  
Sales Associate (Designated Listing Agent)



form for purposes of resale.

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## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

### NOTICE TO SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 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 furnish this form to the purchaser and to refer the purchaser to a Virginia Real Estate Board website for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/

Legal Description: \_\_\_\_\_

The owner makes no representations with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page. The purchaser is advised to consult the website ([http://www.dpor.virginia.gov/dporweb/reb\\_consumer.cfm](http://www.dpor.virginia.gov/dporweb/reb_consumer.cfm)) for important information about the real property.

The undersigned owner(s) represents that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent, and sanitary living conditions of the real property described above of which the owner has been notified in writing by the locality, nor any pending violation of the local zoning ordinance which the violator has not abated or remedied under the zoning ordinance, within a time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as disclosed on this statement.

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of rights and obligations under the Virginia Residential Property Disclosure Act.

Owner	Date	Owner	Date

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Purchaser	Date	Purchaser	Date

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

For the sale of the Property at: \_\_\_\_\_

## Lead Warning Statement

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

## Seller's Disclosure (Initial)

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

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

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

\_\_\_\_/\_\_\_\_(b) Records and Reports available to the seller (check one below):

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

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

## Purchaser's Acknowledgment (Initial)

\_\_\_\_/\_\_\_\_(c) Purchaser has received and had an opportunity to review copies of all information listed above.

\_\_\_\_/\_\_\_\_(d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home".

\_\_\_\_/\_\_\_\_(e) Purchaser has (check one below):

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

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

## Sales Associates' Acknowledgments (Initial)

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

## Certification of Accuracy

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

**SELLER:**

Date \_\_\_\_\_ Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Signature of Listing Associate \_\_\_\_\_ (SEAL)

**PURCHASER:**

Date \_\_\_\_\_ Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Signature \_\_\_\_\_ (SEAL)

Date \_\_\_\_\_ Signature of Selling Associate \_\_\_\_\_ (SEAL)



NVAR - 1034 - 9/98

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# AMENDMENT / ADDENDUM TO LISTING AND PURCHASE AGREEMENT

This document forms an integral part of the Listing and Purchase Agreement ("Agreement") dated \_\_\_\_\_ ,  
between \_\_\_\_\_ ("Buyer")  
and \_\_\_\_\_ ("Seller")  
and \_\_\_\_\_ ("Selling Firm")  
and \_\_\_\_\_ **Cottage Street Realty, LLC** \_\_\_\_\_ ("Listing Firm")  
for all that certain piece, parcel or lot of land described as follows to-wit: \_\_\_\_\_

_____	_____	_____
Full Property Address	Property City	Property State
_____ ("Property").		

The undersigned Buyer and Seller hereby agree to the following:

Seller(s) agree to pay and authorize Title / Settlement Company / Attorney to Collect on the HUD at closing:

\_\_\_\_\_ % of the Final Sales Price directly from the Seller's proceeds at Settlement to Pay Buyer's Broker's fee

Or

\$ \_\_\_\_\_ from the Seller's proceeds at Settlement to Pay Buyer's Broker's fee

to: \_\_\_\_\_ - the Selling firm (Buyer's Agent) at the time of settlement.

This listing is a flat fee listing and no funds go through the Listing Company. The Listing Company is not due a commission and the listing company fee has already been paid by the Seller.

**SELLING COMPANY REQUIREMENT:** You must send the Listing Company a copy of the FULLY Ratified Contract **within 12 hours of Signing** so the MLS can be updated accordingly. NO COMMISSION CHANGES from what is published in the MLS Listing may be made without Listing Company's prior approval.

**SETTLEMENT / TITLE COMPANY REQUIREMENT:** The Listing Company will need a copy of the FINAL Signed HUD within 12 hours of closing sent to [debbiekent@mrisc.com](mailto:debbiekent@mrisc.com) – NO COMMISSION CHANGES from what is published in the MLS Listing may be made without Listing Company's prior approval.

**Except as expressly set forth above, all of the other terms and conditions of the Purchase Agreement not modified above, shall remain unchanged and in full force and effect.**

**ALL OWNERS ON THE DEED – MUST SIGN THE PAPERWORK**

\_\_\_\_\_  
(Selling Firm)

\_\_\_\_\_  
(Buyer) (Date)

By: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Buyer) (Date)

\_\_\_\_\_  
Cottage Street Realty, LLC  
(Listing Firm)

\_\_\_\_\_  
(Owner/Seller) (Date)

By: \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Owner/Seller) (Date)

**DEFECTIVE DRYWALL DISCLOSURE STATEMENT**  
**NOTICE TO PROSPECTIVE PURCHASER**

The *Code of Virginia* (§ 55-519.2) requires the owner of residential real property who has actual knowledge that the property contains DEFECTIVE DRYWALL\* to provide a written disclosure of that fact to the prospective purchaser.

Accordingly, you are advised that the property briefly described as:

Property Address/  
Legal Description: \_\_\_\_\_

Is known by the Owner to contain Defective Drywall.

_____ Owner	_____ Date	_____ Owner	_____ Date
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The purchaser(s) acknowledge receipt of a copy of this disclosure statement.

_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
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\*"Defective drywall" means drywall installed during new construction or renovation that occurred between 2001 and 2008, where there is visual evidence of the blackening of copper electrical wiring or air conditioning evaporator coils (or documentation of the replacement of evaporator coils due to blackened corrosion resulting in failure), and where two or more pieces of corroborating evidence are present in the form of defective conditions as demonstrated by testing procedures recommended by the Consumer Products Safety Commission, confirmed markings of the Chinese origin of the drywall, or strontium levels from drywall core samples from the property exceeding 1200 parts per million (ppm); elemental sulfur levels in samples of drywall core found in the home exceeding 10 ppm; elevated levels of hydrogen sulfide, carbonyl sulfide, or carbon disulfide emitted from samples of drywall from the home when placed in test chambers using ASTM Standard Test Method D5504-08 or similar chamber or headspace testing; or the corrosion of copper metal to form copper sulfide when copper is placed in test chambers with drywall samples taken from the property.

[§ 36-156.1 of the *Code of Virginia*]

## COMPENSATION AGREEMENT

Seller is the owner of property commonly known as:

\_\_\_\_\_  
[street address, city, state] of (the "Property"), and Seller warrants that Seller has the legal capacity, full power and authority to enter into this Agreement and consummate the transaction contemplated hereby on Seller's own behalf or on behalf of the party Seller represents, as appropriate. Seller is offering the Property for sale via an Exclusive Agency Entry Only Listing Agreement with Cottage Street Realty, LLC.

Seller agrees to pay directly to the Buyer Brokerage compensation in the amount equal to \_\_\_\_\_ percent (%) of the sales price OR \_\_\_\_\_ flat dollar amount (\$) or as otherwise agreed directly between Seller and Buyer Brokerage. Buyer Brokerage compensation shall be paid at the time of and as a condition of closing. The aforementioned compensation that Seller is offering directly to the Buyer Brokerage is directly between the Seller and the Buyer Brokerage.

COMMISSIONS PAYABLE FOR THE SALE, EXCHANGE, LEASE OR OPTION OF PROPERTY ARE NOT SET BY COTTAGE STREET REALTY, LLC OR ANY BOARD OR ASSOCIATION OF REALTORS® OR MULTIPLE LISTING SERVICE OR IN ANY MANNER OTHER THAN AS NEGOTIATED BETWEEN BUYER BROKERAGE AND SELLER.

Seller understands the Buyer's Agent and Buyer Brokerage/Broker is not representing Seller in regard to the Property. As agent of the Buyer, Buyer Brokerage owes fiduciary duties to the Buyer of loyalty, obedience, disclosure, confidentiality and accounting in dealings with the Buyer. These duties require that all information given to the Broker by Seller regarding this transaction must be disclosed to Buyer. In addition, the Buyer Brokerage owes all parties in a transaction diligent exercise of reasonable skill and care in the performance of the Broker's duties and a duty of honest and fair dealing and a duty to disclose all facts known to the Broker which materially and adversely affect the consideration to be paid for the property.

Seller hereby agrees to all of the terms and conditions herein:

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

NO REPRESENTATION IS MADE BY COTTAGE STREET REALTY, LLC AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OR THE TAX CONSEQUENCES THEREOF. Seller will be responsible for any legal fees charged to Cottage Street Realty, LLC for Sellers failure to pay Buyer's Agent Commission - the fee Seller agreed to pay Buyer's agent in the MLS listing that seller proofed upon activation. Commissions posted in the MLS listing may not be negotiated.

## **LISTING CHANGE FORM**

This form authorizes all changes (except commission changes) made in my account on the Flat Fee MLS website to be made in my MLS Listing Agreement with Debbie Crevier-Kent or Alex Hodges with Cottage Street Realty.

**I understand all changes must be made in my MLS website account and not e-mailed.**

I also understand if I make a **commission change** – that will need to be done on the required **MLS Change Form** which I can find in my MLS account on the website.

All Changes take 1-2 business days.

**If I did not pay for unlimited changes when I first signed up – I understand all changes are \$15 each (which I will pay for on the Flat Fee Website). Price changes are always free.**

This applies for:

Price Changes

Narrative Changes

Photo Changes

Open Houses

House detail changes (ie: sf, lot size, dimensions, etc)

Name:

Address:

City:

State: Virginia

Zip:

MLS No: \_\_\_\_\_ (to be filled in by listing agent)

By my signature below, I hereby (1) certify that I have the seller(s)' permission to make the change(s) cited above and (2) agree on behalf of the Principal Broker, Listing Firm and seller(s) to indemnify and hold harmless REIN, MRIS, CVR, WAAR MLS for accepting and/or processing this change as submitted and executed.

Except as modified by this and the Flat Fee website change forms, all other terms and conditions of the Standard Listing Agreement remain in full force and effect according to their original terms.

<u>Cottage Street Realty, LLC</u>	<u>112800</u>	_____	_____
Listing Firm	Firm ID#	Seller Signature	Date
By: _____	<u>23511</u>	_____	_____
Agent	REIN ID #	Seller Signature	Date

## **EXTREMELY IMPORTANT CHECKLIST BEFORE YOU SUBMIT YOUR LISTING:**

Be sure your MLS account on our website is how you want it **BEFORE** you send us the MLS Paperwork.

DO NOT MAKE PROPERTY DETAIL CHANGES OR CHANGE YOUR PHOTOS IN YOUR ACCOUNT ON OUR WEBSITE **AFTER YOU HAVE SENT US THE MLS PAPERWORK.** Wait Until **AFTER** we activate your listing.

**MRIS MLS Narrative** - No more than 400 character & spaces or it will be cut off  
(create this in your property details in your account with us which has a character count for you)

**MRIS Directions to your property** -  
(Do Not send mapquest or google maps or say "see mapquest" – MLS does not allow that).  
We need short brief actual directions.  
Cannot be larger than 240 character & spaces  
(create this in your property details in your account with us which has a character count for you)

**Max # of pics for MLS systems:** Depends on package you purchased -  
8 pics w/basic or with upgraded packages you get:

MRIS - 30

(you can still upgrade to "Showcase" in your account on our Secure Website)

**DO NOT LOAD MORE PICTURES THAN YOU PAID FOR ON OUR WEBSITE**

No Personal Websites are allowed in MLS systems

**Processing Your Order** - Once we have all - we will process your order within 1 business day (2 days max). **If you want your listing up by Friday - please have it to us by WEDNESDAY or you can pay a RUSH FEE to guarantee by Friday.** Please remember - we need to have **EVERYTHING** before we can start working on your order.

**Activating Your MLS** - You will receive a proof of your listing. Your listing will be live so we request you proof it within 24 hours to proof for any errors we may have made keying in your listing. This is NOT a time for changes or additions. Remember to proof the commission field too.

**Signs/Lockboxes – Fill out the Sign/Lockbox Pick-Up Request Form located in your account to arrange for your items.**  
Lockboxes may be picked up or you may pay to have it shipped within 1-2 business days once we have your entire order. Signs need to be picked up. (Remember – all signs/lockboxes must be returned prior to closing, expiration or cancellation – whichever comes first).

If you find the buyer FSBO – there is no commission due – if an agent brings you a buyer from your MLS listing – you will pay that agent the commission that is advertised in the MLS Listing.

Please read the **Frequently Asked Questions** on our site under "Resources" FSBO FAQs so you have a better understanding of the whole process. Remember you are taking on the role of agent - so be prepared so you are successful.

**PLEASE NOTE:** Once you send us your MLS paperwork to be keyed into the MLS, there are **NO REFUNDS** - whether you sell in one day or 6 months.

---

Seller

Date

---

Seller

Date

**ALL OWNERS ON THE DEED – MUST SIGN THE PAPERWORK**



**Remember to do “STEP 5’s Data Input Sheet” next which you will find in your account on our website.**

**You are saving yourself 3% by taking on this paperwork responsibility rather than the agent doing it.**

**A few hours of your time to save 3%.**

**You are in the home stretch!**

**You will be asked to upload this packet in Step 5.**

**You shouldn’t have any trouble doing so but if you do – you can always e-mail the “MLS Listing Agreement” to [dkentcsr@gmail.com](mailto:dkentcsr@gmail.com)**

# FSBO Settlements

Several Locations to Serve Our Clients  
In Virginia – Close At Your Home – or Arlington, Fairfax and Fredericksburg  
In DC - TBD  
(703) 551-4757; Fax: (866) 485-9310

## CLOSING FEES (with Assistance Option)

<b><u>Title &amp; Escrow Fees</u></b>	<b><u>Buyer</u></b>	<b><u>Seller</u></b>
Settlement/Closing fee	\$250.00	\$250.00
Title Abstract	\$125.00	
Title Exam/Commitment*	\$100.00	
Document Preparation/Attorney		\$100.00
Release of Mortgage/Deed of Trust		\$85.00
Courier fees:	\$20 – 30 per package as required	
Title Insurance Premium	\$ based on sales price - see table below**	

### **Miscellaneous:**

Survey (quote required for over an acre)	\$ 275.00***	
Termite		\$50.00****
Overnight Packages (if needed)	\$ 70.00	\$ 70.00
Notary/Wire Fees (if needed)	\$ 25.00	\$ 25.00
FSBO Assist Opt (Optional)		\$475.00*****
Home Warranty (Optional)		\$375.00
Well and Septic (if you have well/septic)		\$150.00
Close At Your Home (Optional)	\$100.00	\$100.00

### **Government Charges & Taxes for VA<sup>+</sup> - MD see attached**

Recording Fee-Deed	\$ 45.00
Recording Fee- Mortgage/Deed of Trust	\$ 48.00 (avg).
Recordation Tax- Deed	\$3.33/\$1,000 sales price
Recordation Tax- Mortgage/Deed of Trust	\$3.33/\$1,000 loan amount
Grantor Transfer Tax	\$1/\$1,000 of Sale Price

<sup>+</sup> Government Charges and Taxes are subject to amendment at any time by the Government.

\* Price may vary depending on site location.

\*\*Title Insurance – Owner's and Lender's coverage (simultaneous issue):

Advantage Policy:

\$0 - \$100,000                      \$4.68 per thousand of sales price

\$100,000 - \$500,000              \$4.08 per thousand of sales price

Add \$50.00 for each lender's policy required for simultaneous coverage.

Example:

Sales price = \$175,000.00

100 x \$4.68 = \$468.00

75 x \$4.08 = \$306.00

1<sup>st</sup> Deed of Trust \$ 50.00

Total Premium \$824.00

\*\*\* For lot size 1 acre or less. Price can vary for larger parcels.

\*\*\*\* For most single family homes. Price can increase for larger homes.

\*\*\*\*\*\$475 Seller or Buyer can pay or they can split the cost.

## Add-On Options Descriptions:

### Lockboxes

You have your choice of a Realtor or Combo lockbox. See FAQ's on website for more details. A Lockbox is one of the most important factors when selling your home in the MLS. Without a lockbox - understand you are eliminating about 50% of agents. When a buyer is in an agent's office – most times – they are ready to hit the road and start looking. An agent does not want to wait for you to get home so they can show your home. They want to show it when the buyer is ready & they are in your area. The fewer obstacles you put up when selling your home, the faster your home will sell. Make it convenient for an agent to show your home & sell your home. **Seller must return Lockbox prior to Ad/MLS expiration, cancellation or close date.** If seller requests us to pick up lockbox/signs (not available in all areas), seller forfeits deposits. Combo boxes are also available - you can give out combo to control when someone is entering your home. **Combo boxes are not allowed in Williamsburg WAAR & Richmond CVR MLS.**

### Home Warranty

**Most** sellers are offering it and we strongly recommend it. It covers the heating, ac, plumbing, appliances and electrical for the buyer for one year. If something breaks down - the home warranty company will repair or replace whatever is necessary and the buyer just pays a small deductible.

**Showcase Upgrade (Inc: with some packages) or you can add it on attached credit card form.**

**A picture says a 1000 words - more is better. If a Buyer doesn't see pictures of all rooms in your home on the web, they will assume something is wrong & that is why there are so few pictures. Most of our clients average, around 20 – 25 pictures – some do the max the MLS allows.** Don't waste your valuable time showing your home to people that don't even like the inside. Let them see it online. If they come to take a look after they have previewed all your pictures, you know they are very interested in possibly purchasing your home.

### CMA/Comps

All too often, sellers will spend money marketing their home – but don't take the time to figure out the correct price for their home for sale. For a small fee – we will run comps (CMA – comparable market analysis) for you so you can see what is active in your neighborhood (your competition), in addition to homes that are under contract, sold, expired and withdrawn. Obviously the expired properties and withdrawn properties for sale didn't work. You want to pay close attention to the properties that have sold and are under contract (especially the ones similar to your property for sale).

### For Sale By Owner or Cottage Street Realty Professional Yard Signs

Give the buyer peace of mind knowing that you are using a professional For Sale By Owner Company. Remember this is the largest purchase of their life and they are not going to want you to be writing their contract, etc. Sign Panels are provided. In addition, Professional Post and Frame Signs are available for rent. You may pick up sign in Fredericksburg, Sterling or Virginia Beach (BY APPT ONLY). **Prior to ad expiration/cancellation or sale, seller must return all signs/lockboxes.** If seller requests us to pick signs up (min 1 wk notice required and not available in all areas) - seller forfeits deposits. Sign/Lockbox deposits are refunded within 6 wks.

**MLS Contract Assistance and Business Hour Support** -- is available for only \$475.

Compare to other companies that charge \$2500 for the same service. We help you through the difficulty of understanding complexities of offers presented to you. We assist you with the details of your real estate transaction & advise whether to accept, reject, or counter offer sales contracts presented to you by selling agents. We guide you through the home inspection process, buyer's qualifications & settlement details. Remember this is the largest purchase of the purchaser's life & the purchaser does not want you to write their contract, etc. Don't scare them away – tell them you have professionals ready to help.

**MLS Contract Assistance and Business & After Hour Support** -- is available for only \$975.

As part of FSBO's commitment to our customers, we are offering this extended unlimited support plan to our customers as an option when our retail offices are closed. You will be given direct access to the private cell phone number of your personal consultant (see attached FSBO After-Hours Customer Consultation form) to sign up.

### Contract

**Upon receipt of a contract OWNER WILL NEED TO FAX A RATIFIED COPY to agent 866-485-9310 with-in 12 hours to avoid MLS fines. Because I am a licensed agent - I am bound by the rules of the MLS.**

### At Closing

**Fax a copy of the HUD to FSBO 866-485-9310 within 12 hours to avoid MLS fines. Because I am a licensed agent - I am bound by the rules of the MLS.**

### Cancellation

**Listings may be cancelled at any time after returning signs/lockbox to drop off location and e-mailing or faxing a listing withdrawal.** Signs/Lockboxes may be mailed or dropped off to one of our drop off locations (BY APPT ONLY) or seller may request our driver to pick them up (min 1 wk notice required and not available in all areas) but then seller forfeits deposit. Seller understands that if an agent sells their home, they must pay the commission they have in the listing. All Sales/Services are Final – there are No Refunds.

\*\*\*L00023353\*\*L00633246\*\*\*  
\*\*\*L00023353\*\*L00633246\*\*\*  
\*\*\*L00023353\*\*L00633246\*\*\*

### Custom Fax Coversheet for REIN Document Manager

User Name: Debbie Crevier-Kent

Office: Cottage Street Realty LLC

Fax Number: (866)921-0082

### Instructions:

Use this coversheet to send documents to Debbie Crevier-Kent's Document Inbox.

If faxing multiple documents use this cover page as a separator between each document.

This document will be e-mailed to the following recipients after it has been received and processed:  
dkentcsr@gmail.com

### Comments:

#### PLEASE READ - IMPORTANT

The RED fields MUST be filled in or signed prior to sending back to us.

You can also digitally sign these documents.

Not sure how - click here - [http://www.youtube.com/watch?v=tjThKppi\\_iw](http://www.youtube.com/watch?v=tjThKppi_iw)

To place an order - simply log onto our secure website or fill out the attached credit card form. All changes must be made in the "Property Details" section of your account on our website (commission changes are made in the "Property Details" and on the MLS Change form. Changes that are not in the "Property Details" can also be made on the MLS Change form. Price Changes are free - all other changes are \$15 and can be paid from within your account under "order additional items or on the attached credit card form - unless you paid for unlimited changes). To save the attached to your computer, hit the SAVE AS PDF and then attach the pdf to an e-mail and send to debbiekent@mrisc.com OR if Faxing back - you must use this cover sheet as the first page of all faxes you send to us or we will not get the fax.

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