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Fax Cover Sheet for REIN Document Manager Inbox

User Name: Debbie Crevier-Kent
Office: Cottage Street Realty, LLC
Fax Number: (866)921-0082

Instructions:

Use this cover sheet to send documents to Debbie Crevier-Kent's Document Inbox. You can also email the document to 23511.rein@dm.marketlinx.com. If sending multiple documents use this cover page as a separator between each document.

Comments:

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Attention Home Seller

Thank you for choosing our exciting Flat Fee MLS program. If a buyer finds you without the help of a Realtor, you pay no commission!! If a Realtor sells your home, you pay a 1-3% commission to the selling agent (3% is recommended). Retain the right to sell your house "By Owner" AND get the exposure of the MLS all at the same time! We will actively market your home on Realtor.com and HRMLS.com in addition to hundreds of nationally syndicated sites.

Attached you will find the Paperwork which is required to put a house on the MLS. Fill out all that you can and then feel free to give us a call or shoot us an e-mail with the items you are unsure about. Please be sure whoever is on your deed, signs this paperwork.

Once we receive the paperwork back, we will load you up to the MLS within 24-48 business hours. You may scan in the paperwork (as a PDF) to e-mail it back to us or you may Fax it **using the attached cover sheet with fax number on it.**

An email will be sent to your provided email address within 48 hrs w/your listing number and any future instructions

BE SURE to E-MAIL or FAX BACK this ENTIRE packet signed to get started.

The Seller Understands:

A commission will be paid to the selling agent – per the attached listing agreement.

MLS Listing is for 6 months.

Seller is allowed up to 16 pictures on REIN MLS depending on plan they choose (Extras are only \$5 each)

Price changes are free – any other changes \$15 each

We strongly recommend lockboxes and open houses.

Realtor.com Showcase is strongly recommended.

REIN MLS – does not allow you to have a FSBO sign in the yard/property – only the agent's sign can be on the property. You also may only have one price advertised.

If you want a sign – you may pick it up at our pick-up/drop off location. You must return it when listing is sold or expired or cancelled.

Listing can be cancelled anytime during business hrs after return of rental items but there are no refunds.

All general (not support) MLS questions will be answered via e-mail.

All Sales are Final – There are no Refunds.

Most clients want some of the below “add-on options” to their basic package. All general (not support) MLS questions will be answered via e-mail. Phone support is an available option. We strongly recommend the Assistance Option Contract/Phone Support if you are new to this process and think you will need help throughout the transaction. Signs and lockbox must be returned prior to closing, expiration or cancellation – deposits are refunded upon return. If you request pick-up of signs/lockbox - min 1 week notice required (not available in all areas).

Add – On Options:

See Credit Card form for pricing and descriptions of options on the next page.

Seller: _____

Date: _____

For Sale By Owner and Cottage Street Realty – debbiekent@mris.com – 540-582-5777; 757-301-1764
<http://mlslistings.rein.mlxchange.com>

Add-On Options Descriptions:

Lockboxes

A Lockbox is one of the most important factors when selling your home in the MLS. If you do not put a lockbox on your door – understand you are eliminating about 50% of agents. When a buyer comes into 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, seller forfeits deposits. In addition to the Realtor Lockboxes, Combo Lockboxes are also available - you can give out combo to control when someone is entering your home.

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.

Extra Pictures

Remember, a picture says a thousand words so more is better. A buyer will look through all your pictures to see if they really like your home. If they don't see pictures on the website of your home, they will assume something is wrong with it and that is why there are so few pictures. Most of our clients do about 10-16 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 truly 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).

Cottage Street Realty, LLC Property Sign

is available . You may pick up sign or have it delivered – call the For Sale By Owner office for details. Signs must be returned prior to Ad/MLS expiration, cancellation or close date. Give the buyer peace of mind knowing that you are using a professional Company. **FSBO signs are not allowed when listed in the REIN MLS – per REIN Rules not ours.**

MLS Contract Assistance and Business Hour Support

is available for only \$475. Compare to other companies that charge \$2500 for the same service. We will help you through the difficulty of understanding complexities of offers presented to you. We will assist you with the details of your real estate transaction and advise whether to accept, reject, or counter offer sales contracts presented to you by selling agents. We will also guide you through the home inspection process, buyer's qualifications and the settlement details. Remember this is the largest purchase of the purchaser's life and the purchaser is not going to 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.

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 REIN fines. Because we are a licensed agents – we are bound by the rules of REIN

At Closing

Fax a copy of the HUD to FSBO 866-485-9310 within 12 hours to avoid REIN fines. Because we are licensed agents – we are bound by the rules of REIN.

Cancellation

Cancellation- Listings may be cancelled at any time after returning signs & lockbox to drop off location **(NOT REIN)** and then emailing or faxing listing withdrawal to agent. Signs/Lockbox may be mailed or dropped off to the FSBO drop location or seller may request driver to pick them but then forfeits deposit - min 1 wk notice required (not available in all areas). Seller understands that if the listing agent finds the buyer, they receive the 3% commission – just like any other agent. Cottage Street Realty, LLC; 757-301-1764; 540-582-5777

MLS Clients - Items needed for us to process your order:

MLS Paperwork - Email debbiekent@mrisc.com or Fax using the enclosed fax cover sheet (cover sheet must be first page of fax)

Narrative - (description about your property - paragraph style)

REIN (VA Beach/Hampton Rd MLS) - 300 character & spaces

MRIS (Northern VA & Surrounding area MLS) - 400 character & spaces

WAAR (Williamsburg and Surrounding Area MLS) - 400 character & spaces

CVR (Richmond and Surrounding Areas) - 800 character & spaces

HRAR (Harrisonburg and Rockingham Areas) - 500 character & spaces

RV (Roanoke Valley and Surrounding Areas) - 400 character & spaces

NRV or SWVAR (Bland, Carroll, Dickensen, Giles, Grayson, Floyd, Montgomery, Pulaski, Russell, Smyth, Tazewell, Wythe, Washington, Abingdon town and Galax City) -_1000 character & spaces

Whatever excess there is will be cut off - **Microsoft Word has a character count feature (In Word 2007 on Windows 7 - go to Review tab and it will be in the Proofing block or In Word 2003 Windows XP - Word Count is under Tools)**

No Personal Websites are allowed in MLS systems

Directions to your property - (please do not send mapquest or google maps).

REIN - 60 character count

MRIS - 240 character count

WAAR - 120 character count

RV - 200 character count

CVR - 215 character count

WRAR - 250 character count

HRAR - 400 character count

NRV / SWVAR - 500 character count

Pictures - **Please number your pictures (1.jpg, 2.jpg, etc) if you want them in a certain order before you send them (otherwise we will pick the order). We DO NOT need the room names of the pictures.**

Max # of pics for MLS systems:

REIN - 32

MRIS - 30

WAAR - 30

CVR - 24

RV - 50

CAAR - 25

WRAR - 25

HRAR - 30

SWVAR / NRV - 25

REAL ESTATE INFORMATION NETWORK, INC.
STANDARD LISTING AGREEMENT



1 **THE STANDARD LISTING AGREEMENT** ("Agreement") is entered into by and between the undersigned seller(s) ("Seller") and the
2 undersigned listing firm ("Listing Firm"). Seller and Listing Firm agree that the following described property ("Property") shall be sold
3 upon the terms and conditions more particularly set forth below.

4 **1. PROPERTY:** Seller (Type or Print) _____
5 Property located in the City/County of _____ Virginia,
6 commonly known as _____ (Street Address), and
7 otherwise known as _____
8 _____ (Legal Description).

9 Seller covenants and agrees to complete and sign the appropriate listing Data Input Form _____ in conjunction with
10 this Agreement and such form will become an integral part of this Agreement.

11 **2. TERM:** Seller grants to Listing Firm the exclusive and irrevocable right to sell the Property from _____
12 (Date), until 12:00 Midnight on _____ (the "Listing Period"). Listing Firm has up to two (2) days
13 from the beginning of the Listing Period, excluding weekends and Federal holidays, to process paperwork and input the listing
14 into the Real Estate Information Network, Inc. ("REIN") system. **The Property will be available for marketing and showing as**
15 **of the beginning of the Listing Period.**

16 **3. SALES PRICE:** Seller agrees to sell the Property for \$ _____ or such other price and upon such other terms as
17 Seller may subsequently agree. Buyers often request that a Seller pay a portion of the closing costs or other costs incurred by a
18 Buyer in connection with the acquisition and financing of a Property. For purposes of this Agreement, such costs are referred to
19 as "Seller Contributions" and shall include, except as provided below, all allowable costs and expenses which a Seller may pay
20 on a Buyer's behalf under applicable underwriting guidelines of Buyer's lender. Seller's Contributions shall expressly exclude any
21 costs or expenses associated with the repair of the Property, whether negotiated between Buyer and Seller or otherwise required
22 under the terms of the agreement of sale. Seller authorizes Listing Firm to disclose Seller's willingness to pay Seller's
23 Contributions and agrees to pay Seller's Contributions in an amount not to exceed \$ _____.

24 **4. SELLER AUTHORIZATION:** Listing Firm shall be bound by the rules and regulations of REIN with respect to the sale of the
25 Property.

26 **(A) Listing Data & Photos:** Seller, Listing Agent and Listing Firm hereby transfer and assign to REIN all rights of
27 ownership and copyright to all information, including photographs and sketches, submitted to REIN regarding the
28 Property. Seller, Listing Agent and Listing Firm represent and warrant that they are the owners of such information and
29 agree to indemnify and hold REIN harmless for any claim brought against REIN arising out of REIN's use of such
30 information. Seller, Listing Agent and Listing Firm waive any claims that REIN's use of the information is unlawful
31 because REIN did not properly obtain rights to use such information. Seller authorizes Listing Agent and Listing Firm to
32 submit information concerning the Property to REIN or any other multiple listing service for publication and Seller, Listing
33 Agent and Listing Firm shall allow such information to be used by REIN or any other entity for any lawful purpose as
34 deemed appropriate by REIN or another entity. Seller, Listing Agent and Listing Firm hereby acknowledge, agree and
35 authorize that information regarding the Property, including offers of cooperation and compensation, shall be made
36 available to all REIN Members, for their authorized use, including distribution in any form to REIN Members' customers
37 and clients.

38 **(B) Advertising:** Seller authorizes Listing Firm to advertise the sale of the Property with any and all advertising and
39 marketing media, including the Internet, solely at the discretion of Listing Firm. Unless otherwise agreed to in writing,
40 Listing Firm shall have no duty to continue to market the Property subsequent to Seller entering into a purchase
41 agreement. Seller acknowledges that while they have an exclusive listing with a REIN member firm, Seller is restricted
42 from advertising the Property below the listed price during the term of the listing. Seller's failure to comply with the
43 above will result in the listing being removed from the REIN system. Unless otherwise noted below, Seller, Listing Agent
44 and Listing Firm acknowledge that information regarding the Property, including the address for mapping purposes,
45 may be made available to the general public via the Internet, through REIN Members' websites or other means.
46 _____
47 _____

48 **(C) Cooperation:** Seller agrees that all REIN members and licensed real estate brokers or their agents may show the
49 Property and that Seller shall offer cooperation whether the Buyer is assisted by a selling subagent, Buyer broker agent
50 or other licensee acting on behalf of Buyer (collectively the "Selling Firm"). Seller agrees to make the Property available

51 for showing at all reasonable hours and to refer to Listing Firm all inquiries relative to the purchase of the Property. The
52 parties shall comply with all local, state and federal laws, rules and regulations in connection with the listing and sale of
53 the Property, including, but not limited to, the U.S. Fair Housing Act. Seller expressly agrees that as consideration for the
54 agreement of REIN to enter the information concerning the Property in its database, REIN and its members shall be
55 entitled to rely on statements and authorizations made by Seller in this Agreement and shall be deemed to be third
56 party beneficiaries of this Agreement.

57 (D) **Signage:** Only "For Sale" signs of Listing Firm may be placed on a property listed in REIN. Seller authorizes Listing Firm
58 to place "For Sale" signs on the Property and to remove all other signs. Seller acknowledges that while they have an
59 exclusive listing with a REIN member firm, Seller is restricted from placing their own "For Sale" signs on the
60 Property during the term of the listing. Seller's failure to comply with the above will result in the listing being removed
61 from the REIN system.

62 5. **OFFER TO PURCHASE:** If an acceptable offer to purchase is made in accordance with the provisions of this Agreement, Seller
63 shall execute the REIN Standard Purchase Agreement, or any other purchase agreement if mutually agreeable to all parties, and
64 be bound by the terms and conditions thereof. Seller **AUTHORIZES** / **DOES NOT AUTHORIZE (mark as applicable)**
65 Listing Firm to divulge to other agents, if asked, the existence of other offers. In the event Seller is presented with multiple offers
66 in accordance with the provisions of this Agreement, Seller shall have the option to accept any one (1) of these offers without
67 liability for failing to accept any of the other offers. Seller understands that the terms of the Standard Purchase Agreement
68 obligates Seller to pay a negotiated amount for repairs required by an appraisal, the wood destroying insect infestation and
69 moisture inspection report, a well/septic system report and walk through inspection. Seller shall pay (i) all expenses of deed
70 preparation, the grantor's tax on the deed and all expenses, if any, for removal of title defects and (ii) any Seller Contributions as
71 agreed to in a purchase agreement including those fees charged by lender for the specified financing which, by law, Buyer is not
72 permitted to pay.

73 6. **DEFAULT:** Should Seller refuse to execute such purchase agreement, default in the performance of such purchase agreement,
74 default under the terms and conditions of this Agreement or intentionally interfere with broker selling the Property, Seller shall be
75 liable to Listing Firm and Selling Firm for the Brokerage Fee, as defined in Paragraph 2 of the attached Brokerage Agreement, as
76 if the sale of the Property had been consummated, and for any expenses, including reasonable attorney's fees, incurred by
77 Listing Firm and/or Selling Firm in connection with this Agreement, the sale of the Property, or with the enforcement hereof.

78 7. **LOCKBOX:** Seller **DOES** / **DOES NOT (Check One)** authorize Listing Firm to use the SUPRA Keybox or other REIN
79 authorized keybox ("Keybox") for the marketing of the Property. Seller acknowledges that the Keybox is not designed or intended
80 as a security service. Seller agrees that SUPRA, REIN, Listing Firm, any member firm of REIN or other authorized agents shall
81 not be liable for the unauthorized use of the Keybox and/or unauthorized entry to the Property. Seller agrees that Seller will not
82 hold REIN or any of the member firms responsible or liable for damage or theft to the Property or Seller's personal property
83 located on the Property during the term of this Agreement.

84 8. **REPRESENTATIONS, WARRANTIES AND AGREEMENTS:**

85 (A) **Virginia Residential Property Disclosure Act:** Seller has been informed of Seller's rights and obligations under the
86 Residential Property Disclosure Act [Code of Virginia of 1954, as amended ("Code"), §55-517, et seq.], which requires
87 sellers of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to
88 the Buyer a Residential Property Disclosure Statement. Certain transfers of residential property are excluded from this
89 requirement (see §55-518).

90 (B) **Lead Paint:** Residences built prior to 1978 may contain lead-based paint and/or lead-based paint hazards which could
91 affect the health of the residents. Seller represents and certifies that Property **WAS** / **WAS NOT (Check One)** built
92 prior to 1978. Seller acknowledges that Seller has been informed of Seller's obligations under the Residential Lead-Based
93 Paint Hazard Reduction Act of 1992. If the Property was built prior to 1978, by execution below, Seller represents that Seller
94 has completed and delivered to Listing Firm a REIN form entitled "Disclosure of Information on Lead-Based Paint and/or
95 Lead-Based Paint Hazards" or a VPAR form entitled "Disclosure of Information and Acknowledgment of Lead-Based Paint
96 and Lead-Based Paint Hazards."

97 (C) **Condo (Resale / New Construction / Conversions):**

98 **N/A**

99 **Condo Resale:** Seller represents that the Property is a resale condominium unit which is governed by the Virginia
100 Condominium Act (Code § 79.39, et seq.). If the Property is located within such a development, this Act requires the unit
101 owners' association to provide Seller within fourteen (14) days of a written request and payment of the appropriate fee a
102 resale certificate ("Condominium Resale Disclosure Package"), which Seller shall obtain and provide to Buyer. This Act
103 requires Seller to furnish certain financial and other disclosures to Buyer. Cost of the preparation of the Condominium

104 Resale Disclosure Package shall be paid by Seller. Seller DOES / DOES NOT authorize Listing Firm agent to
105 request the Condominium Resale Disclosure Package on behalf of Seller and to receive the Condominium Resale
106 Disclosure Package from the association as Seller's authorized agent.

107 **Condo New Construction / Conversion:** Seller represents that the Property is or will be a condominium unit which is
108 governed by the Virginia Condominium Act (Code §79.39, et seq.) whether as a result of either a new construction or a
109 conversion to a condominium. Seller understands and agrees that Seller will be required to provide a copy of the Public
110 Offering Statement to Listing Firm, once such Public Offering Statement has been approved by the Virginia Real Estate
111 Board. Seller shall be responsible for the costs and expenses of obtaining such Public Offering Statement and delivering the
112 Public Offering Statement to Listing Firm.

113 **(D) Co-op Resale:**

114 N/A

115 Seller represents that the Property is a cooperative unit which is governed by the Virginia Real Estate Cooperative Act (Code
116 § 55-424, et seq.). If the Property is subject to the Virginia Real Estate Cooperative Act, the Seller is required to provide to
117 Buyer, prior to a) execution of any contract for sale of a cooperative interest or b) closing of the cooperative interest, a copy
118 of the declaration, bylaws, and rules or regulations of the cooperative and a certificate detailing certain additional information
119 set forth in the Cooperative Act ("Cooperative Interest Disclosure Package"). Cost of the preparation of the Cooperative
120 Interest Disclosure Package shall be paid by Seller. This Act requires Seller to furnish certain financial and other disclosures
121 to the Buyer. Some cooperative bylaws require Board of Director approval of all cooperative sales. Seller should investigate
122 to determine whether board approval is required. Seller DOES / DOES NOT authorize Listing Firm agent to request
123 the Cooperative Interest Disclosure Package on behalf of Seller and to receive the Cooperative Interest Disclosure Package
124 from the cooperative as Seller's authorized agent.

125 **(E) Property Owners' Association:**

126 N/A

127 Seller represents that the Property is in a community which is subject to the disclosure requirements of the Property Owners'
128 Association Act (Code § 508, et seq.). If the Property is located within such a development, this Act requires the
129 development's property owners' association to provide Seller, within fourteen (14) days of a written request and payment of
130 the appropriate fee, the association disclosure packet ("Disclosure Packet") which Seller shall obtain and provide to Buyer.
131 Pursuant to this Act, Buyer's obligations under the purchase agreement are not binding until Buyer has had the opportunity
132 to review the information provided by the property owners' association. Cost of the preparation of the Disclosure Packet shall
133 be paid by Seller. Seller DOES / DOES NOT authorize Listing Firm agent to request the Disclosure Packet on
134 behalf of Seller and to receive the Disclosure Packet from the association as Seller's authorized agent.

135 **(F) Sewage / Septic:** Residences with onsite sewage systems / septic tanks may previously have been granted an operating
136 permit waiver which shall become null and void at the time of transfer or sale of the Property. Seller is required to disclose
137 the existence of such a waiver to potential Buyers.
138 (Check One)

139 Seller represents and warrants that the Property is not served by an onsite septic system.

140 Seller represents and warrants that the Property is served by an onsite septic system that is not subject to a waiver.

141 Seller represents and warrants that the Property is served by an onsite septic system that has been granted a waiver.

142 **(G) CDIF:** Seller acknowledges receipt of the REIN Consumer Disclosure Information Form which is incorporated by reference
143 and made an integral part of this Agreement.

144 **(H) Warranty & Indemnification:** Seller represents and warrants the accuracy of all representations made by Seller to Listing
145 Firm in regard to the Property (including, without limitation, all previous representations and any representation made
146 subsequent to the date hereof and all representations made in the Listing Data Input Form made in conjunction with this
147 Agreement), and Seller agrees to indemnify and hold Listing Firm harmless against any and all damage, liability or expense
148 of any kind whatsoever arising from the inaccuracy of or Listing Firm's reliance upon such representations.

149 **(I) Wood Destroying Insect Infestation Inspection Report:** The Wood Destroying Insect Infestation Inspection Report
150 (NPMA-33) requires Seller to disclose to Buyer all known property history information regarding wood destroying insect
151 infestation, damage from infestation and treatment history. Seller may be required to sign the NPMA-33.

152 **(J) General Warranty Deed/Seller Representations:**

153 Except as provided below,

- 154 (i) Seller covenants to convey the Property to the prospective Buyer(s) by General Warranty Deed free of all
- 155 encumbrances, tenancies, and liens for taxes or other matters of any type (except for taxes which are not yet due
- 156 and payable which will be prorated as of closing), subject however, to any restrictive covenants and easements of
- 157 record as of the date of this Agreement,
- 158 (ii) Seller represents that Seller has the right to transfer the Property without obtaining the consent or approval of any
- 159 other party, including without limitation, judgment creditors, lienholders, other lenders or any court, including a
- 160 bankruptcy court or court having jurisdiction with respect to the distribution of marital property, and
- 161 (iii) Seller represents that Seller has or will have sufficient cash or other liquid funds to make any payments required in
- 162 order to pay all brokerage fees due and transfer the Property without any liens attaching to the Property.

163 **Exceptions:** _____

164 _____

165 _____

166 **If at anytime during the term of this Agreement, the transfer of the Property requires obtaining consent or**

167 **approval of any other party, including without limitations, judgment creditors, lienholders, other lenders or any**

168 **court, including a bankruptcy court or court having jurisdiction with respect to the distribution of marital**

169 **property, Seller authorizes Listing Agent (a) to disclose such requirement in the REIN system and (b) to contact**

170 **Seller's lender or VA (if applicable) to facilitate sale pursuant to the purchase agreement. Further, if Seller**

171 **becomes aware of circumstances which make the representations in either (ii) or (iii) above untrue subsequent**

172 **to signing this Agreement, Seller shall promptly notify Listing Agent of such change in circumstances and**

173 **Seller authorizes Listing Agent to make the disclosures and contacts as described in the preceding sentence.**

174 **Seller's disclosure of a change in circumstances as provided in the previous sentence shall not excuse Seller's**

175 **breach of the representations set forth in this Agreement or paragraph 6.C. of the Purchase Agreement or**

176 **constitute a defense that Seller has not breached the representations set forth in this Agreement or paragraph**

177 **6.C. of the Purchase Agreement.**

178 **9. MISCELLANEOUS:** This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of

179 Virginia. This Agreement, and the forms submitted in connection with this Agreement, constitutes the entire agreement between

180 the parties and no evidence of any prior or other agreements may vary its terms. Any modifications to this Agreement must be

181 made on the appropriate form provided by REIN. The terms and provisions of this Agreement shall survive the execution of any

182 purchase agreement for the sale, exchange or other transfer of the Property, except as otherwise agreed to in such purchase

183 agreement. This Agreement shall be binding upon the undersigned, their heirs, executors, administrators and assigns. This

184 Agreement and any documents executed as exhibits, addenda, modifications or amendments may be executed by facsimile

185 signature counterparts and each facsimile counterpart shall be binding as if signed originals.

186 **10. BROKERAGE AGREEMENT:** The Brokerage Agreement is attached to and shall become part of this Agreement.

187 **11. OTHER PROVISIONS:**

188 This listing will place you in the Realtor's MLS. You agree to pay a flat fee for the listing and a 3% to the agent that

189 brings in the buyer. A lockbox is strongly recommended - rental fee is \$50. If you would like phone support,

190 contract review and/or contract writing with assistance all the way to closing - that fee is \$475. To order any of

191 the above services - there is a credit card form attached to this packet. Questions - e-mail

192 debbiekent@mrisc.com or call 703-740-7654. Debbie (your agent) has been a licensed Realtor since 1995 and

193 services both REIN and MRIS MLS areas.

194 **THIS PROPERTY IS OFFERED WITHOUT RESPECT TO RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL**

195 **STATUS, ELDERLINESS OR NATIONAL ORIGIN OF BUYER.**

196 **SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. THIS IS A LEGALLY BINDING**

197 **AGREEMENT; IF NOT UNDERSTOOD, SEEK LEGAL ADVICE.**

198 EXECUTED this _____

199 _____
 (Listing Firm) **Cottage Street Realty, LLC**

By: _____
 (Seller)

200 By: _____
 (Listing Agent) **Debbie P Kent**

By: _____
 (Seller)

REAL ESTATE INFORMATION NETWORK, INC.
LIMITED SERVICE REPRESENTATIVE EXCLUSIVE AGENCY
BROKERAGE AGREEMENT
TO STANDARD LISTING AGREEMENT



THIS LIMITED SERVICE REPRESENTATIVE EXCLUSIVE AGENCY BROKERAGE AGREEMENT ("BROKERAGE AGREEMENT") FORMS AN INTEGRAL PART OF THE STANDARD LISTING AGREEMENT ("Agreement") between _____ ("Seller") and _____ ("Listing Firm") for the sale of _____ ("Property").

1. BROKERAGE:

A. **RELATIONSHIP:** A brokerage relationship is the contractual relationship between a client and a real estate licensee engaged by such client for the purpose of procuring a seller or buyer ready, able and willing to sell, buy or exchange real estate on behalf of a client. "Agency" means every relationship in which a real estate licensee acts for or represents a person by such person's express authority in a real estate transaction, unless a different legal relationship is intended and is agreed to as part of the brokerage relationship.

1. Listing Firm has been engaged as a Limited Service Representative and not an independent contractor. Listing Firm shall perform the following duties:
 - a. Perform in accordance with the terms of the brokerage relationship.
 - b. Maintain confidentiality of all personal and financial information received from Seller during the brokerage relationship and any other information that Seller requests during the brokerage relationship be maintained confidential, unless otherwise provided by law or Seller consents in writing to the release of such information;
 - c. Exercise ordinary care;
 - d. Account in a timely manner for all money and property received by the Listing Firm in which Seller has or may have an interest;
 - e. Disclose to Seller material facts related to the Property or concerning the transaction of which the Listing Firm has actual knowledge; and
 - f. Comply with all requirements of this article, all applicable fair housing statutes and regulations, and all other applicable statutes and regulations which are not in conflict with this article.
 - g. Listing Firm shall treat all prospective buyers honestly and shall not knowingly give them false information.
 - h. Listing Firm shall disclose to prospective buyers all material adverse facts pertaining to the physical condition of the Property which are actually known by the Listing Firm. Such disclosure shall be conspicuous and printed either in bold lettering or capitals and shall be underlined or in a separate box. Listing Firm shall not be liable to a buyer for providing false information to the buyer if the false information was provided to the Listing Firm by Seller or was obtained from a governmental entity or from a person licensed, certified, or registered to provide professional services in the Commonwealth, upon which the Listing Firm relies, and the Listing Firm did not (i) have actual knowledge that the information was false or (ii) act in reckless disregard of the truth. No cause of action shall arise against the Listing Firm for revealing information as required by applicable law.

2. Listing Firm WILL NOT provide one or more of the following services to Seller. INITIAL all services that WILL NOT be provided: *(The Below Are Only Provided if you sign up with the Assistance Option Program)*
 - / a. Conducting marketing activities on behalf of Seller in accordance with the brokerage agreement. In so doing, the Listing Firm shall seek a sale at the price and terms agreed upon in the brokerage relationship or at a price and terms acceptable to Seller; however, the Listing Firm shall not be obligated to seek additional offers to purchase the Property while the Property is subject to a contract of sale, unless agreed to as part of the brokerage relationship or as the contract of sale so provides.
 - / b. Assisting in the drafting and negotiating of offers and counteroffers, amendments and addenda to the real estate contract pursuant to § 54.1-2101.1 and in establishing strategies for accomplishing the Seller's objectives.
 - / c. Receiving and presenting in a timely manner written offers or counteroffers to and from Seller and prospective buyers, even when the Property is already subject to a contract of sale.
 - / d. Providing reasonable assistance to Seller to satisfy Seller's contract obligations and to facilitate settlement of the purchase contract.

B. DUAL AGENCY DISCLOSURE: Seller acknowledges that Listing Firm, in the course of its business, may represent prospective buyers, some of whom may wish to see or consider the Property. Seller consents to Listing Firm's showing the Property to Listing Firm's buyer clients who may be interested in the Property. If Listing Firm shows the Property to a buyer client who wishes to make an offer on the Property, then a dual representation by Listing Firm will exist. In the event a dual representation arises, Listing Firm may continue to represent Seller and the prospective buyer in one of two specified ways: (i) the broker and all salesperson(s) may continue to represent both Seller and a prospective buyer, but they will not share any confidential information unless required to do so by law; or (ii) the broker of Listing Firm may employ the use of **Designated Representatives**. With the use of Designated Representatives, the broker of Listing Firm is still a dual agent, but separate agents are designated to represent Seller and a buyer, and these agents represent their respective clients as if the agents worked for separate companies. Each Designated Representative gives such representative's best advice to such representative's client and keeps the confidences of such representative's client. Real estate agents are required by law to disclose to both a buyer and Seller whenever a dual representation relationship arises and in the event a dual representation occurs, all parties must enter into a separate Disclosure of Dual Representation / Disclosure of Designated Representatives Form.

2. BROKERAGE FEE: The commission rate and/or fees for the sale, lease or management of real estate is negotiable between each Real Estate Information Network, Inc. ("REIN") broker member and its client; REIN is not involved, in any way, in the negotiation of such brokerage fees. If the Property is sold, exchanged, optioned or otherwise transferred at any time during the Listing Period, including any extended term, to buyers shown the Property by Listing Firm or Selling Firm, Seller shall pay to Listing Firm a **total** brokerage fee ("Brokerage Fee") of 3 percent % of the final sales price in cash at settlement. Seller acknowledges that a portion of the Brokerage Fee, 0% goes to Listing Agent and 3% to the Selling firm/agent % of the final sales price, will be paid to the selling firm indicated in the Purchase Agreement. Seller authorizes and directs the settlement agent to collect and disburse the Brokerage Fee at settlement. The Brokerage Fee shall also be paid by Seller to Listing Firm in the event Seller contracts to sell, exchanges, options or otherwise transfers the Property within ninety (90) days after the expiration or termination of the Listing Period to a person(s) to whom the Property has been shown or negotiated with as a prospective buyer by Listing Firm or other REIN participant. In the event an exclusive listing agreement is entered into by Seller with another licensed real estate firm upon expiration or termination of this Agreement, then the previous sentence shall be null and void.

By entering into this Brokerage Agreement, the undersigned Seller(s) acknowledge their informed consent to the Limited Service Representation by the Listing Firm and do further acknowledge that neither the buyer nor any other licensee representing the buyer is under any legal obligation to assist the Seller(s) with the performance of any duties and responsibilities of the undersigned not performed by the Limited Service Representative.

EXECUTED this day _____

Cottage Street Realty, LLC
(Listing Firm)

By: _____
(Seller)

By: _____
(Listing Agent)

By: _____
(Seller)

**REAL ESTATE TRANSFER DISCLOSURE FOR PROPERTIES LOCATED IN A LOCALITY
IN WHICH A MILITARY AIR INSTALLATION IS LOCATED**

**[If the real property is not located in a Noise Zone and/or Accident Potential Zone (APZ),
the use of this form is not required.]**

1. As of the date of this Disclosure, the undersigned property owner(s) represent that the real property described below is located in a Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map designated by the locality in which the property is located.

2. The following are representations made by the property owner(s), as required by Section 55-519.1 of the Code of Virginia:

A. As of the date of this Disclosure the real property located at (Street Address, Locality and Zip Code) _____, _____, Virginia is located within the following Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map of (Name of Locality) _____:

Noise Zone - (Initial One)

_____ / _____ <65 dB DNL _____ / _____ 65-70 dB DNL
_____ / _____ 70-75 dB DNL _____ / _____ >75 dB DNL

Accident Potential Zone (APZ) - (Initial One)

_____ / _____ None (outside APZs) _____ / _____ APZ-2
_____ / _____ APZ-1 _____ / _____ Clear Zone

B. The abbreviation "DNL" refers to a day-night average sound level. The frequency of actual single noise events may vary over time depending on the operational needs of the military. **Single noise events may result in significantly higher noise levels than the average level(s) in any of the Noise Zones listed above.**

C. Noise Zones and Accident Potential Zones are subject to change. For this reason, it should not be assumed that the property will remain in the same Noise Zone and/or Accident Potential Zone.

Additional information may be obtained from the locality

In the event the owner fails to provide the disclosure required by § 55-519.1, or the owner misrepresents, willfully or otherwise, the information required in such disclosure, except as result of information provided by an officer or employee of the locality in which the property is located, the purchaser may maintain an action to recover his actual damages suffered as the result of such violation. Notwithstanding the provisions of this disclosure, no purchaser of residential real property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for damages pursuant to this section.

The owner(s) state that they reasonably believe the information contained herein is true and accurate and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Property Disclosure Act.

Owner _____ Date _____

Owner _____ Date _____

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 _____

REAL ESTATE INFORMATION NETWORK, INC.
LAND & FARMS (PT6/LF) - Data Input



PROPERTY ADDRESS _____ **MLS #** _____
AGENT NAME Debbie P Kent **#** _____ **INPUT DATE** _____

* Denotes a REQUIRED field.
 + Denotes a REQUIRED TABLE field. You must use the appropriate entry from the table.
 (n) Denotes maximum number of characters for a field (including spaces and special characters)

| | | | | | |
|---|--|---|---|--|--------------------------------------|
| <input type="text"/> (3) +Area | <input type="text"/> (4) +City/County | <input type="text"/> (20) +Subdivision Name | <input type="text"/> (3) +Division | <input type="text"/> (20) Neighborhood Name | <input type="text"/> (4) Map Page |
| <input type="text"/> (20) *Property Identification Number | <input type="text"/> (6) +Ownership | <input type="text"/> (10) *List Price | <input type="checkbox"/> Y <input type="checkbox"/> N Range Mkt. | <input type="text"/> (4) Map Coord. | |
| <input type="text"/> (6) *Street Number | <input type="text"/> (21) *Street Name | <input type="text"/> (1) Direction | <input type="text"/> (10) *Zip Code | <input type="text"/> (4) Map Coord. | |
| <input type="text"/> (30) *Legal Description | <input type="text"/> (8) Zoning | <input type="text"/> (3) +Crash | <input type="text"/> (5) +Noise | | |
| <input type="checkbox"/> Y <input type="checkbox"/> N *Owner Financing | <input type="text"/> (7) *Land Assessments | <input type="text"/> (7) Appx. # Acres | <input type="text"/> (20) +Lot Size | | |
| <input type="checkbox"/> Y <input type="checkbox"/> N *Master Listing | <input type="text"/> (7) *Improvement Assessments | <input type="text"/> (20) Appx. Lot Dimensions | <input type="checkbox"/> Y <input type="checkbox"/> N *Subordination | | |
| <input type="text"/> (5) *Appx. Total Taxes | <input type="text"/> (9) Appx. Lot Frontage | <input type="text"/> (9) Appx. Lot Depth | | | |

E-mail agent your narrative about your property (60)
 Public Remarks Line 1 (Up to 60 characters per line)

(60)
 Public Remarks Line 2

(60)
 Public Remarks Line 3

(60)
 Public Remarks Line 4

(60)
 Public Remarks Line 5

(60)
 Directions

| | | | |
|---|--|--|---|
| <input type="text"/> (5) *Deed Book | <input type="text"/> (5) *Deed Page # | <input type="text"/> (15) Poundage | <input type="text"/> (8) Tenant |
| <input type="text"/> (8) Terms of Lease | <input type="text"/> (15) Crop Data | <input type="text"/> (4) +Perc Test | <input type="text"/> (4) +Road Frontage |
| <input type="text"/> (8) +Senior High School | <input type="text"/> (6) *List Agent # | <input type="text"/> (6) *List Office I.D | <input type="text"/> (20) List Agent Other Ph. # & Description |
| <input type="text"/> (12) Fax # Office or Agent Number | <input type="text"/> (6) 2nd List Agent # | <input type="text"/> (20) 2nd List Agent Name | <input type="text"/> (12) 2nd List Agent Phone # |

23511 (6) **112800** (6) **703-740-7654** (20) **866-485-9310** (12)

debbiekent@mrisc.com (80)
 Listing Display Email Address (Leave blank if you want to use your MLX / REIN primary email)

Info provided by seller, verify all info. Call owner for info/questions/showings. (60)
 Agent Remarks Line 1 (Up to 60 characters per line)

(60)

Agent Remarks Line 2

(60)

Agent Remarks Line 3

(60)

Agent Remarks Line 4

(60)

Agent Remarks Line 5

(4) (6) Y N Y N Y N
+List Type *Selling Broker Fee *Buyer Broker *Subagent *Spec. Comm.

(20) (8) (3)
*Showing Instructions *Possession Web Exclude

(35) (12)
*Owner's Name (Last Name, First Name) Owner's Phone

(1) (8) (8) Y N
+Photo Code *List Date (MM/DD/YY) *Expire Date (MM/DD/YY) *Fenced

Executed this _____ (List Date)

Firm Cottage Street Realty, LLC Signature of Seller _____

By Agent _____ Signature of Seller _____
Debbie P Kent

Distribution: Copies to all concerned parties as deemed appropriate.

REAL ESTATE INFORMATION NETWORK, INC.
LAND & FARMS (PT6/LF) - Feature Sheet



PROPERTY ADDRESS _____

***BUILDINGS**

- Choose 3**
- Barn
 - Stable
 - Habitable Dwelling
 - Unhabitable Dwelling
 - None
 - Other
 - Garage
 - Utility Building

***DOCUMENTS**

- Choose 5**
- ASCS Crop Docs
 - Brochure
 - Leases
 - Land Survey
 - Financials
 - Equipment List
 - Environmental Impact Study
 - Aerial Photo
 - Topo Survey
 - Soil Survey
 - Recorded Plat
 - Soil Drainage Mgmt. Plan
 - Other
 - None

***LAND DESCRIPTION**

- Choose 3**
- Flag Lot
 - Zero Lot Line
 - Cul-de-Sac
 - Corner Lot
 - Golf Course Lot
 - Resort Property
 - In Subdivision
 - Subdivided
 - Hills
 - Cattle Guard
 - Stream
 - Pond/Lake
 - Wooded
 - Other
 - Interior Lot
 - Dead End
 - Level
 - Cleared
 - Ravine

POSSIBLE USE

- Choose 4**
- Agriculture
 - Commercial
 - Hotel / Motel
 - Horses Permitted
 - Zoned for Horses
 - Industrial
 - Mobile Home Park
 - Multi Family
 - Office
 - PUD Development
 - Recreational
 - Residential
 - Shopping Center
 - Strip Center
 - Vacational Development
 - Warehouse

***TREES**

- Choose 2**
- Partial Coverage
 - Cluster
 - Heavily Wooded
 - Reseeded
 - Other
 - None

***WATERFRONT**

- Choose 6**
- Not Waterfront
 - Bay
 - Canal
 - Creek
 - Deep Water
 - Deep Water Access
 - Lake
 - Marsh
 - Ocean
 - Pond
 - River
 - Stream
 - Tidal
 - Waterfront Restrictions
 - Riparian Rights
 - Navigable
 - Bulkhead
 - Dock
 - Boathouse
 - Boat Lift

***DISCLOSURES**

- Choose 8**
- Exempt Disclosure/Disclaimer
 - Contract Owner
 - Estate
 - Occupancy Permit
 - Owner Agent
 - Property Owners Assoc.
 - Related to Seller
 - Deed Restrictions
 - Environmental Restrictions
 - Third Party
 - Bank Repossessed
 - Government Owned
 - Board Approval
 - Resale Certif. Req.
 - Special Tax Rate
 - None
 - Historical District
 - Spec. Warranty Deed
 - Auction
 - Call LA for other Disclosure/Restrictions
 - Pet on Premises
 - Excluded Party Call LA
 - Short/Comp Sale
 - Court Approval
 - Senior Living 62+ Community
 - Assisted Living
 - Active Adult 55+ Community
 - DPOR Disclosure Statement

***UTILITIES**

- Choose 6**
- City Water
 - Private Water
 - Well
 - Water Available
 - City Sewer
 - Septic
 - Sewer Available
 - Gas
 - Gas Available
 - Electric
 - Electric Available
 - Telephone Available
 - Meter
 - None
 - Other

***IMPROVEMENTS**

- Choose 3**
- Curbs
 - Sidewalks
 - Drainage Gutters
 - Bulkhead
 - Dock
 - Boathouse
 - Landing Strip
 - None

***CURRENT USE**

- Choose 2**
- Crops
 - Orchard
 - Livestock
 - Poultry
 - Dairy
 - Horses
 - Set Aside
 - Tree Farm
 - Pasture
 - Other
 - None

***FENCE**

- Choose 3**
- Chain Link
 - Dog Run
 - Full
 - Partial
 - Picket
 - Privacy
 - Split Rail
 - Wall
 - Decorative
 - Cross Fenced
 - Electric
 - Rail
 - Wire
 - Other
 - None
 - Backyard Fenced
 - Front Yard Fenced
 - Wood Fence

MISCELLANEOUS

- Choose 2**
- Will Divide
 - Subject to Zoning

***ROAD SURFACE**

- Choose 2**
- Gravel
 - Paved
 - Dirt
 - Other

WEB EXCLUDE

- Web to Exclude**
- Exclude Listing
 - Exclude Address

CREDIT CARD PAYMENT AUTHORIZATION

Please Complete & E-Mail Back Or Fax using the Attached Fax Cover Sheet as top page of fax!!

I, _____ do hereby authorize For Sale By Owner (CSR) to place the amount of \$ _____ + **5% Virginia Sales Tax** on my **Visa / Mastercard** to add the below service(s) to my account: I understand if my package includes a sign/lockbox, **deposit & shipping** will be added to the cost listed below unless I prefer to pick up items.

CHECK PACKAGE SELECTION

____ FSBO Economy, ____ Realtor's Only Listing, ____ Works, ____ Whole Enchilada
____ 1 Month, ____ Basic MLS, ____ Supreme, ____ Enchilada or ____ No Money Up Front (3.5% due at closing),

Circle The Options You Want Below - if you plan doesn't already include it.

\$50 **COMBO** Lockbox (+ \$100 Refundable Deposit + \$10.00 Shipping)

\$50 **REALTOR** Lockbox (+ \$100 Refundable Deposit + \$10.00 Shipping)

\$50 **Realtor.com Showcase Listing** (all pics rather than just 4 pics, open hses & full narrative loaded)

OR # ____ **pics x \$5 =** ____ \$5 per extra pic over pkg limit. A Picture says a 1000 words (all sites but Realtor.com)

\$45 **Unlimited Changes** - Price changes are free (**ONLY AVAILABLE WHEN FIRST PLACING ORDER**)

\$15 **Open House listing** (3 for \$30 if dates are given all at one time) Dates/Tim

es: _____

\$35 Comps/CMA

\$15 **Basic Sign** - (Pick-up only Sterling, VA Beach and Fredericksburg)

\$30 **Frame Sign** - (+\$10 Deposit) - (Pick up only Sterling, VA Beach & Fredericksburg)

\$65 **Post Sign** - (+\$20 Refundable Deposit + \$40 Shipping) (Pick-up only Sterling and Fredericksburg)

\$22 **Brochure Box** or \$11 **Brochure Tube** (Pick-up only Sterling, VA Beach and Fredericksburg)

\$11 **Basic Directional Signs** (\$22 Deluxe, \$11 Basic, \$3 Economy) (Pick up only Fredericksburg, Sterling)

\$7 **Rider Inserts** - _____ list which one you want (Shipping Free with Post Sign Rental)

\$7 **St. Joseph** (to be buried next to your sign)

\$12 **Home Sales Kit Book** - This comprehensive guide to selling a home.

\$395 **Home Warranty** (**\$75 up front - balance due at closing**)

\$475 **Assistance Option** - Business Hour Phone Support, Contract Review or Prepare/Paperwork/Negotiation Assistance/Guidance all the way to closing from 9-5 pm Monday-Friday.

\$975 **Assistance Option** - Business & After Hr Phone Support, Contract Review or Prepare/Paperwork/Negotiation Assistance/Guidance all the way to closing from 9 am - 7 pm Everyday

LIST ANY OTHER OPTIONS - _____

My charge card # is _____
VISA OR MASTERCARD ONLY PLEASE **Exp Date** _____ **3 Digit # on Back** _____

CREDIT CARD Billing Address _____
City, State, Zip _____

My Authorization Signature: _____ **I understand there are NO Refunds.**
Signs and Lockboxes are due back upon Listing Expiration/Cancellation - before listing can be cancelled.

****IMPORTANT****

All Listings/Changes are up and running within 1-2 business days. Business days are M-F 9-5 pm.

I understand **ALL Signs/Lockbox are rentals & I must return them via mail** to a For Sale By Owner drop off location **before Closing, Cancellation or MLS expiration IN CLEAN, REUSABLE CONDITION.** Cancellation cannot take effect until return of items. If I request signs/lockbox be picked up - I forfeit my deposit (min 1 wk notice for pick up & **not available in all areas**). Refunds take 2-4 wks.

I am required to send Debbie w/Cottage Street Realty (CSR) / FSBO a full copy of my ratified contract within 12 hrs of ratification. **On Settlement Day, I will provide CSR my Fully Signed HUD-1 within 12 hrs of signing to meet the requirements of the MLS Rules.** Should I fail to provide the contract and the HUD within 12 hours of occurrence, I understand that CSR will get fined & then I will be responsible for that fine - which is typically \$500-\$1000.