

EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

This Exclusive Right to Sell Listing Agreement ("Agreement") is made on _____ ,
by and between _____
("Seller") and SSG Real Estate, 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 right to sell 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: 9033 Armendown Dr.
City, State, and Zip Code: Springfield, VA 22152
Telephone: (202) 596-9349
Email: sales@ssgrealestate.com Fax: (860) 371-3738

4. TERM OF AGREEMENT. This Agreement shall commence when signed by all parties and shall expire at 11:59 PM on _____ ("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:

<u>Yes</u>	<u>No</u>	<u>#</u>	<u>Items</u>	<u>Yes</u>	<u>No</u>	<u>#</u>	<u>Items</u>	<u>Yes</u>	<u>No</u>	<u>#</u>	<u>Items</u>
<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 authorized to use the electronic keybox system by area REALTOR® Associations.

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 the 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 6%+Transac.Fee \$495.- (Compensation) if, during the term of this Agreement, anyone produces a buyer ready, willing and able to buy the Property.

The Compensation is also earned if within 180 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: 2.5%

Buyer Agency Compensation: 2.5%

Non-Agency Compensation: 2.5%

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 _____ 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 \$500.00 ("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 Property Owners Association 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):
_____ Account # _____ with an
approximate balance of \$ _____. 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: _____

_____/_____
Date Seller

_____/_____
Date Seller

_____/_____
Date Broker/Sales Manager
Avi Ron

Sales associate (Designated Listing Agent)

Sales Associates Contact Information

Phone: (H) _____ (W) (202) 596-9349 (Cell) (202) 596-9349 (Fax) (860) 371-3738
Email: avi@ssgrealestate.com Fax: _____

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FEDERAL LEAD-BASED PAINT DISCLOSURE LAW AND REGULATIONS: INFORMATION FOR OWNERS OF RESIDENTIAL PROPERTY

Note: 42 U.S.C. 4852d exempts from the disclosure requirements for lead-based paint certain transfers of residential property constructed before 1978. The exceptions are: property leased for 100 days or less with no possibility of renewal or extension; re-lease or renewal of a lease for the same property to the same tenant, where the landlord previously complied with the law's disclosures and has no new information about lead-based paint; housing for the elderly or disabled; foreclosure sales; property where there is no separate bedroom; and property that has been certified as lead-paint free under the law. All other residential properties constructed before 1978 are "target housing" subject to the law and regulations, and their owners must be informed of the following.

§35.88 Disclosure requirements for sellers and lessors.

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to §35.82. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities. (1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA. (2) The seller or lessor shall disclose to the purchaser or lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) The seller or lessor shall disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards. The seller or lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (4) The seller or lessor shall provide the purchaser or lessee with any records or reports available to the seller or lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records and reports regarding common areas. This requirement also includes records and reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

(b) If any of the disclosure activities identified in paragraph (a) of this section occurs after the purchaser or lessee has provided an offer to purchase or lease the housing, the seller or lessor shall complete the required disclosure activities prior to accepting the purchaser's or lessee's offer and allow the purchaser or lessee an opportunity to review the information and possibly amend the offer.

§35.90 Opportunity to conduct an evaluation.

(a) Before a purchaser is obligated under any contract to purchase target housing, the seller shall permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

(b) Notwithstanding paragraph (a) of this section, a purchaser may waive the opportunity to conduct the risk assessment or inspection by so indicating in writing.

§35.92 Certification and acknowledgment of disclosure.

(a) *Seller requirements.* Each contract to sell target housing shall include an attachment containing the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement consisting of the following language:

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.

(2) A statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate. (4) A statement by the purchaser affirming receipt of the information set out in such paragraphs (a)(2) and (a)(3) of this section and the lead hazard information pamphlet required under section 15 U.S.C. 2696. (5) A statement by the purchaser that he/she has either: (i) Received the opportunity to conduct the risk assessment or inspection required by §35.90(a); or (ii) Waived the opportunity. (6) When any agent is involved in the transaction to sell target housing on behalf of the seller, a statement that: (i) The agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (7) The signatures of the sellers, agents, and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

(b) *Lessor requirements.* Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement with the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

(2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist in the housing, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces. (3) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate. (4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2696. (5) When any agent is involved in the transaction to lease target housing on behalf of the lessor, a statement that: (i) The agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d; and (ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart. (6) The signatures of the lessors, agents, and lessees certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature.

(c) *Retention of certification and acknowledgment information.* (1) The seller, and any agent, shall retain a copy of the completed attachment required under paragraph (a) of this section for no less than 3 years from the completion date of the sale. The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this section for no less than 3 years from the commencement of the leasing period. (2) This recordkeeping requirement is not intended to place any limitations on civil suits under the Act, or to otherwise affect a lessee's or purchaser's rights under the civil penalty provisions of 42 U.S.C. 4852d(b)(3).

(d) The seller, lessor, or agent shall not be responsible for the failure of a purchaser's or lessee's legal representative (where such representative receives all compensation from the purchaser or lessee) to transmit disclosure materials to the purchaser or lessee, provided that all required parties have completed and signed the necessary certification and acknowledgment language required under paragraphs (a) and (b) of this section.

RECEIVED: _____ / _____ / _____ / _____
Signature: _____ Date: _____ Signature: _____ Date: _____

NVAR - 1036 - 9/96

SSG Real Estate LLC 9033 Armendown Dr. Springfield, VA 22152

Phone: (202)596-9349

Fax: (860)371-3738

Avtallyon Ron

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VA - Listing

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 to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes the following representations as to the real property. Certain transfers of residential property are excluded from this requirement (see § 55-518).

Property Address/
Legal Description: _____

The undersigned owner(s) of the real property described above makes no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary including obtaining a certified home inspection, as defined in § 54.1-500, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property, and the purchaser(s) is advised to exercise whatever due diligence the purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§ 10.1-2100 et seq.) adopted by the locality where the property is located pursuant to § 10.1-2109, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement on the parcel of residential real property.

The undersigned owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

The undersigned owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.

The undersigned owner(s) makes no representations with respect to the presence of any stormwater detention facilities located on the property and the purchaser(s) is advised to exercise whatever due diligence the purchaser(s) deems necessary to determine the presence of any stormwater detention facilities on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.

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.

Additional Written Disclosure Requirements

Section 55-518.B. contains other disclosure requirements for transfers involving the first sale of a dwelling because the first sale of a dwelling is exempt from the disclosure requirements listed above. The builder of a new dwelling shall disclose in writing to the purchaser thereof all known material defects which would constitute a violation of any applicable building code.

In addition, for property that is located wholly or partially in any locality comprising Planning District 15, the builder or owner, if the builder is not the owner of the property, shall disclose in writing whether the builder or owner has any knowledge of (i) whether mining operations have previously been conducted on the property or (ii) the presence of abandoned mines, shafts, or pits, if any.

The disclosures required by this subsection shall be made by a builder or owner (i) when selling a completed dwelling, before acceptance of the purchase contract or (ii) when selling a dwelling before or during its construction, after issuance of a certificate of occupancy. Such disclosure shall not abrogate any warranty or any other contractual obligations the builder or owner may have to the purchaser. The disclosure required by this subsection may be made on this disclosure form. If no defects are known by the builder to exist, no written disclosure is required by this subsection.

Section 55-519.1 contains a disclosure requirement for properties located in any locality in which there is a military air installation.

Section 32.1-164.1:1 contains a disclosure requirement regarding the validity of septic system operating permits.

See also the Virginia Condominium Act (§ 55-79.39 et seq.), the Virginia Cooperative Act (§ 55-424 et seq.) and the Virginia Property Owners' Association Act (§ 55-508 et seq.).

The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their 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

DPOR 7/09

DISCLOSURE OF BROKERAGE RELATIONSHIP

THIS IS NOT A CONTRACT; IT DOES NOT CREATE AN OBLIGATION

In connection with this transaction, whether purchase, sale, lease or option, the client of the Broker/Firm is: *(check one)*

Seller

Buyer

Lessor (Landlord)

Lessee (Tenant)

Optionor

Optionee

The duties of real estate licensees in Virginia are set forth in Section 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. You should be aware that in addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relative to the transaction which may be obtained from other sources. Each party should carefully read all documents to assure that the terms accurately express his or her understanding and intent. Licensees can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional.

PRINT NAME Seller/Lessor/Optionor

PRINT NAME Buyer/Lessee/Optionee

Date / Signature

Date / Signature

PRINT NAME Seller/Lessor/Optionor

PRINT NAME Buyer/Lessee/Optionee

Date / Signature

Date / Signature

SSG Real Estate, LLC

Broker/Firm

Sales Associate
Avi Ron

NVAR - K1207 - rev. 10/00

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VA - Listing

**SHORT SALE ADDENDUM TO
EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

This Short Sale Addendum is made on _____, to an Exclusive Right to Sell Listing Agreement dated _____, by and between _____ ("Seller") and **SSG Real Estate, LLC** ("Broker") for the Property: _____

1. SHORT-SALE DEFINED. The term "short sale" is used to describe a sale where the debt owing against a property combined with the costs associated with the sale exceed the property's market value. In a loan default situation (pre-foreclosure) creditor(s) may be willing to agree to allow the property to be sold for less than the loan amount and/or accept less than (or "short") the amount owed, and may or may not accept the net proceeds of sale as payment in full of the debt. Seller acknowledges there may be disadvantages to a short sale. Seller is advised to explore other options with creditor(s) other than a short sale, such as loan modification, revised payment plan, refinance or entry into a creditor(s) mitigation plan, if available.

2. CREDIT AND CREDITOR CONSIDERATIONS. A short sale may adversely affect Seller's credit score. Further, even if creditor(s) agrees to a short sale, creditor(s) may not agree to forgive the debt entirely, and may require Seller to pay the difference as a personal obligation. If the loan is insured by the FHA or guaranteed by the VA, these entities may also require payment of the difference. Seller is strongly advised to consult independent legal counsel regarding the advisability of entering into a short sale agreement to be certain of the terms of any short sale before making a decision, and to obtain any debt forgiveness in writing.

3. TAX CONSIDERATIONS. A short sale in which a portion of the debt is forgiven is considered a relief of debt and may be treated as income for income tax purposes. A creditor who forgives a debt must submit a 1099 form to the IRS indicating the amount of the debt that has been forgiven. Seller is advised to obtain professional tax advice immediately regarding the tax implications and the advisability of entering into a short sale agreement.

4. DETERMINING THE AMOUNT OWED. Seller agrees to cooperate with Broker, settlement agent and creditor(s) to determine the amount of debt owed on the property, including but not limited to, purchase money loans, home equity loans, homeowner's association fees, property taxes, tax liens, judgment liens, water or sewer liens, mechanics liens, and any other lien(s) which would prevent Seller from conveying marketable, insurable title to Purchaser.

5. OBTAINING CREDITOR APPROVAL. Obtaining creditor(s) approval of a short sale involves documentation similar to that required for the original loan application. Seller must generally establish that Seller is financially incapable of paying the loan(s). Seller agrees to promptly submit to creditor(s) all requested documentation, including W-2 forms from employers, bank statements, tax returns, "hardship letter" (stating the reason the creditor(s) should consider granting a short sale) and other requested financial documents outlining assets, income and debt. Seller acknowledges that it may take weeks or months to obtain creditor(s) approval of a short sale. Review and acceptance of any sales contract is required for final creditor(s) approval. Seller agrees to grant creditor(s) permission to communicate directly with Broker.

Date	Seller	Date	Broker/Sales Manager
------	--------	------	----------------------

Date	Seller	Date	Sales associate (Designated Listing Agent)
------	--------	------	---

Sales associates Contact Information

Phone: (H) _____ (W) **(202) 596-9349** (Cell) _____
 Email: **avi@ssgrealstate.com** Fax: _____

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Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: _____

PART I. Inclusions/Exclusions Disclosure

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

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

OTHER _____

AS IS ITEMS

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

LEASED ITEMS

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

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller _____ Date _____ Seller _____ Date _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller _____ and Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

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