

VIRGINIA JURISDICTIONAL ADDENDUM

This Addendum is made on _____, to a Sales Contract ("Contract")
dated _____ between
_____ ("Purchaser")

whose address is: _____

and _____ ("Seller")

whose address is: _____

for the purchase and sale of the Property: _____

1. DEFINITIONS Notwithstanding anything to the contrary contained in the Regional Sales Contract, the terms set forth below shall have the following meanings:

A. Date of Ratification Date of Ratification means the date of Delivery of the final acceptance in writing by Purchaser and Seller of all the terms of this Contract to Purchaser and Seller (not the date of the expiration or removal of any contingencies).

B. Delivery The requirements for delivery of property or condominium owner's association documents are specified in the Virginia Property Owners' Association Act and/or Virginia Condominium Act paragraphs of this Addendum. Delivery of the Notice pursuant to the Virginia Residential Property Disclosure Act is addressed in Paragraph 3.

Delivery ("Delivery", "delivery", or "delivered") methods may include hand-carried, sent by professional courier service, by United States mail, or by facsimile or email transmission. The parties agree that Delivery will be deemed to have occurred: on the day delivered by hand, on the day delivered by a professional courier service (including overnight delivery service) or by United States mail, return receipt requested, or on the day sent by facsimile or email transmission, either of which produces a tangible record of the transmission.

Deliveries will be sent to the following:

1. Addressed to Seller at the Property address unless otherwise specified below:

By United States mail, hand delivery or courier service at _____

OR

By facsimile to Seller at _____ **OR**

By email to Seller at _____ .

2. Addressed to Purchaser:

By United States mail, hand delivery or courier service at _____

OR

By facsimile to Purchaser at _____ **OR**

By email to Purchaser at _____ .

COURTESY COPIES Copies of any addenda, amendments, or Notices required by this Contract will also be provided as a courtesy to the Brokers at the following fax/ mailing address/ email address. The parties agree that such courtesy copies sent to the Broker will NOT constitute Delivery and that if a Broker is specified in 1 or 2 above then there is no need to Deliver the courtesy copy. This paragraph does not require items to be sent to the Broker twice.

Listing Company: _____

Selling Company: _____

No party to this Contract will refuse Delivery in order to delay or extend any deadline established in this Contract.

C. Notices: Notice ("Notice", "notice", or "notify") means a unilateral communication from one party to another. All Notices required under this Contract will be in writing and will be effective as of Delivery. For the purposes of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. Written acknowledgment of receipt of Notice is a courtesy but is not a requirement.

2. FINANCING If this Contract is contingent upon financing, then the applicable Financing Addendum must be attached.

3. VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT The Virginia Residential Property Disclosure Act requires Seller to deliver a disclosure statement prior to the acceptance of this Contract unless the transfer of the Property is exempt. The law requires Seller, on a disclosure statement provided by the Real Estate Board, to state that Seller makes no representations or warranties concerning the physical condition of the Property and to sell the Property "as is", except as otherwise provided in this Contract.

If the disclosure statement is delivered to the Purchaser after the Date of Ratification, the Purchaser's sole remedy shall be to terminate the Contract at or prior to the earliest of (i) 3 days after delivery of the disclosure statement in person; (ii) 5 days after the postmark if the disclosure statement is sent by United States mail, postage prepaid, and properly addressed to the Purchaser; (iii) settlement upon purchase of the Property; (iv) occupancy of the Property by the Purchaser; (v) the Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan; or (vi) the execution by the Purchaser after receiving the disclosure statement of a written waiver of the Purchaser's right of termination separate from the Contract.

Written Notice of termination may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the "Delivery" paragraph of this Addendum, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service; (iv) overnight delivery using a commercial service or the United States Postal Service.

Any such termination shall be without penalty to the Purchaser, and any deposit shall be promptly returned to the Purchaser.

4. SMOKE DETECTORS Seller shall deliver the Property with smoke detectors installed and functioning in accordance with the laws and regulations of the applicable jurisdiction.

5. TARGET LEAD-BASED PAINT HOUSING Seller represents that any residential dwellings at the Property ☐ were **OR** ☐ were not constructed before 1978. If the dwellings were constructed before 1978, then, unless exempt under 42 U.S.C. 4852d, the property is considered "target housing" under the statute and a copy of the "Sale: Disclosure and Acknowledgment of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" has been attached and made a part of the Contract as required by law. Purchaser ☐ Yes **OR** ☐ No waives the right to a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards. If No, a copy of the "Sales Contract Addendum for Lead-Based Paint Testing" is attached to establish the conditions for a lead-based paint risk assessment or inspections.

6. VIRGINIA PROPERTY OWNERS' ASSOCIATION ACT Seller represents that the Property ☐ is **OR** ☐ is not located within a development that is subject to the Virginia Property Owner's Association Act ("POA Act"). The POA Act requires the Seller of a property within such a development to obtain an Association Disclosure Packet from the property owners' association and provide it to Purchaser. The information in the Association Disclosure Packet shall be current as of a date specified on the Association Disclosure Packet. For delivery of the Packet or the Notice of non-availability of the Packet, Purchaser chooses the following method: ☐ hardcopy **OR** ☐ electronic at the following address: _____

Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if Purchaser receives the Association Disclosure Packet on or before the Date of Ratification, (b) within 3 days after receiving the Association Disclosure Packet by hand delivery, (c) within 3 days after receiving the Association Disclosure Packet electronically with a receipt to sender, or (d) within 6 days after the postmark date if the Association Disclosure Packet is mailed to Purchaser.

If the Association Disclosure Packet is not available, Purchaser may cancel the contract (a) within 3 days of the Date of Ratification if Purchaser receives notification that the Association Disclosure Packet will not be available on or before the Date of Ratification, (b) within 3 days after receiving notification that the Association Disclosure Packet will not be available by hand-delivery or electronic means, or (c) within 6 days after the postmark date of the mailed notification.

Purchaser may also cancel this Contract at any time prior to Settlement if Purchaser has not been notified that the Association Disclosure Packet will not be available and the Association Disclosure Packet is not delivered to Purchaser.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the "Delivery" paragraph of this Addendum, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the contract under the Virginia Property Owners' Association Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to Purchaser.

Purchaser, at Purchaser's expense, shall have the right to request that the association provide an update of the Association Disclosure Packet previously furnished, along with the assurance that there has been no material change, or if there have been material changes, a statement specifying such changes.

The right to receive the Association Disclosure Packet and to cancel this Contract terminates at Settlement.

7. VIRGINIA CONDOMINIUM ACT Seller represents that the Property ☐ is **OR** ☐ is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act which requires Seller to obtain from the condominium unit owners' association ("Unit Owners' Association") certain financial and other disclosures ("Resale Certificate") and provide it to Purchaser. If the required disclosures are not available on the Date of Ratification, Seller shall promptly request them from the Unit Owners' Association and provide them to Purchaser who shall acknowledge receipt in writing upon Delivery. The information contained in the Resale Certificate shall be current as of a date specified on the Resale Certificate. For delivery of the Certificate, Purchaser chooses the following method: ☐ hardcopy **OR** ☐ electronic at the following address: _____

Purchaser may cancel this Contract: (a) within 3 Days after the Contract Date, if Purchaser receives the Resale Certificate on or before the Date of Ratification; (b) within 3 Days after receiving the Resale Certificate if the Resale Certificate is delivered by hand or electronically with a receipt to sender; or (c) within 6 Days after the postmark date if the Resale Certificate is sent to Purchaser by United States mail, return receipt requested.

After receiving the Resale Certificate from Seller, Purchaser, at Purchaser's expense, may submit a copy of the Contract to the Unit Owners' Association along with a request for assurance from the Association that the information submitted in the Resale Certificate remains materially unchanged, or if there have been material changes, a statement specifying such changes.

Written Notice of cancellation may be (i) hand delivered; (ii) sent by United States mail, postage prepaid, provided that Purchaser retains sufficient proof of mailing, which may be either a United States postal certificate of mailing or a certificate of service confirming that such mailing was prepared by Purchaser; (iii) sent by electronic means to the facsimile number or electronic mailing address provided by Seller in the "Delivery" paragraph of this Addendum, provided that Purchaser retains sufficient proof of the electronic delivery, which may be an electronic receipt of delivery, a confirmation that the notice was sent by facsimile, or a certificate of service confirming that such electronic delivery was prepared by Purchaser, or (iv) by overnight delivery using a commercial service or the United States Postal Service.

Purchaser's failure to send Notice of cancellation within the allotted time frames shall extinguish Purchaser's rights to cancel the Contract under the Virginia Condominium Act. Such cancellation shall be without penalty; this Contract shall become void, both parties shall promptly execute a release and the Deposit shall be refunded in full to Purchaser.

The right to receive the Resale Certificate and to cancel this Contract terminates at Settlement.

8. NOTICE TO PURCHASER REGARDING THE REAL ESTATE SETTLEMENT AGENTS ACT ("RESAA")

Choice of Settlement Agent: You have the right to select a Settlement agent to handle the closing of this transaction. The Settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the Settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No Settlement agent can provide legal advice to any party to the transaction except a Settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Real Estate Settlement Agents Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and Settlement service guidelines: The Virginia State Bar issues guidelines to help Settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, Settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your Settlement agent, upon request, in accordance with the provisions of the Real Estate Settlement Agents Act.

Purchaser wishes to employ _____
("Settlement Agent"). Purchaser agrees to contact the Settlement Agent within 10 Days of the Date of Ratification to schedule Settlement. Settlement Agent shall order the title exam and survey if required.

9. NOTICE OF POSSIBLE FILING OF MECHANICS' LIEN Code of Virginia Section 43-1 et seq. permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 Days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 Days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

10. ADDITIONAL FEES Grantor's tax and the Regional Congestion Relief Fee (for Alexandria City, Arlington, Fairfax, Loudoun and Prince William Counties and all cities contained within) shall be paid by Seller. Purchaser shall pay recording charges for the Deed and any purchase money trusts.

11. ARBITRATION Nothing in this Contract shall preclude arbitration under the Code of Ethics and Standards of Practice of the National Association of REALTORS®.

12. REAL ESTATE LICENSED PARTIES The parties acknowledge that _____ is an ☐ active or ☐ inactive licensed real estate agent in ☐ DC ☐ MD ☐ VA ☐ WV ☐ Other and is either the ☐ Purchaser or ☐ Seller OR ☐ is related to one of the parties in this transaction.

13. ADDITIONS The following forms, if ratified and attached, are made a part of this Contract. (This list is not all inclusive of addenda that may need to be attached).

☐ Yes	☐ No	Lead Based Paint Inspection Contingency			
☐ Yes	☐ No	Home Inspection/Radon Testing Contingency			
☐ Yes	☐ No	Contingency and Clauses	☐ Yes	☐ No	Well and Septic Contingency
☐ Yes	☐ No	Pre-Settlement Occupancy	☐ Yes	☐ No	Post-Settlement Occupancy
☐ Yes	☐ No	Residential Property Disclosure	☐ Yes	☐ No	Lead Based Paint Disclosure
☐ Yes	☐ No	FHA Home Inspection Notice	☐ Yes	☐ No	FHA Financing
☐ Yes	☐ No	Conventional Financing	☐ Yes	☐ No	VA Financing
☐ Yes	☐ No	Other (specify): _____			

14. DISCLOSURE OF SALES PRICE TO APPRAISER Listing Broker and Selling Broker are hereby authorized to release the Sales Price listed in Paragraph 2 of the Regional Sales Contract to any Appraiser who contacts them to obtain the information.

15. OTHER TERMS

SELLER:

PURCHASER:

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

_____/_____
Date Signature

