



CVR MLS RESIDENTIAL LISTING AGREEMENT (Standard Agency Representation)

Firm Name Five Star Real Estate
 Firm Address Glen Allen Branch/Team Glen Allen, VA VA 23060
 Listing Broker Name Agent: Melissa Freedman Broker: Michael Funk
 Firm Office Phone Number Agent #: 7033040943

1. Exclusive Right To Sell: The undersigned Owners _____ (the "Owner") hereby grant unto the above named firm (the "Listing Broker") for and in consideration of the services to be rendered by Listing Broker, the exclusive and irrevocable right and privilege beginning with the date of the last Owner's signature obtained on this Agreement and ending at 11:59 p.m. on _____, 20____ to sell the property described herein for the price and upon the terms and conditions as set forth herein, or for such other price, terms or conditions as may be hereafter agreed upon in writing. In the event Owner, during the term hereof, agrees to sell the property described herein, and for any reason the purchase and sale transaction is not consummated, Owner agrees that Listing Broker shall continue to have the right to sell the property and to file the property with the Central Virginia Regional Multiple Listing Service ("CVR MLS").

Property located in City/County _____, Virginia, with a street address of: _____, Tax Parcel # _____, and a legal description of _____ (the "Property").

2. Items Included: Unless otherwise specified in the real estate purchase agreement all improvements, fixtures appurtenances and the additional property, if any, described here _____ are included in the sales price.

3. Listing Price and Terms: The listing price of the Property is to be \$ _____, and the terms and conditions of said sale are as follows:

- (a) Possession shall be at settlement unless otherwise agreed by Owner and purchaser.
- (b) Owner's incentives: _____
- (c) Other: _____

4. Multiple Listing Service: Owner is aware that Listing Broker, a CVR MLS member, will file the Property and all pertinent information regarding it with CVR MLS. Such information, together with any other information provided to or obtained by Listing Broker with respect to the Property, may be disclosed to prospective purchasers and other brokers and may be included in all listings and other materials distributed by CVR MLS either before or after the term of this listing or the sale of the Property. Owner understands that the primary objective of CVR MLS is to distribute information about property listings to all of its members and websites that are viewable by the general public. It is further understood that Listing Broker will furnish to CVR MLS notice of all changes of information concerning the Property, and that upon completion of a fully executed Property sales agreement, Listing Broker will notify CVR MLS of said sale.

5. Dual and Designated Agency: *Dual agency* occurs when the same broker (or an agent affiliated with the broker) represents both the seller and a purchaser in the same real estate transaction. *Designated agency* occurs when two different real estate agents affiliated with the same broker each represent a party in the same transaction such that one agent represents the seller and one agent represents the purchaser. Owner has the right to consent to or deny dual and designated agency.

Owner hereby [select one]: consents OR does not consent to dual agency regarding the sale of the Property.

Owner hereby [select one]: consents OR does not consent to designated agency regarding the sale of the Property.

Prior to commencement of dual or designated agency, Virginia law requires a separate, written disclosure form signed by both Owner and a purchaser, and Listing Broker to enter into a buyer brokerage agreement with the purchaser.

Broker Compensation is negotiable and is not fixed, controlled or suggested by law, CVR MLS or any REALTOR® Association.

6. Listing Broker Compensation [complete paragraph A below. Also complete paragraphs B and/or C if applicable].

A. **Listing Broker Representing Owner.** Owner agrees to pay the following Broker Compensation to Listing Broker for the services rendered to Owner by Listing Broker **[select one]**:

- 3 % of the gross sales price of the Property, **OR**
 the sum of \$ _____, **OR**
 other (describe) _____.

B. **Additional Listing Broker Compensation for Unrepresented Buyer [select if applicable]:** If selected, Owner agrees to pay the following additional Broker Compensation (in addition to the amount set forth in paragraph A above) to Listing Broker if the buyer of Owner's Property is not represented by a buyer broker:

- _____% of the gross sales price of the Property, **OR**
 the sum of \$ _____, **OR**
 other (describe) _____.

C. **Broker Service Fee [select if applicable]:** If selected, Owner agrees to pay Listing Broker an additional flat fee of \$ 495.00 as a Broker service fee (the "Broker Service Fee") for the following service(s) (describe):
One time fee paid at closing _____.

7. Owner Paid Buyer Broker Compensation. A prospective buyer may retain a buyer broker to represent buyer in a transaction to purchase Owner's Property. Owner has the option to pay some or all of the compensation due to a buyer broker. **Owner acknowledges that Owner has no obligation to pay buyer broker compensation. If Owner desires to pay buyer broker compensation, such compensation should be negotiated and set forth in a purchase agreement between Owner and a buyer.**

8. Broker Compensation Earned: The Broker Compensation and Broker Service Fee, if any, shall be due from Owner to Listing Broker if, during the term of this Agreement, (i) Owner sells or transfers the Property, (ii) enters into a contract to sell or transfer the Property to a purchaser ready, willing and able to purchase on terms acceptable to Owner, or (iii) Owner receives a written offer signed by a purchaser by which such purchaser offers to purchase the Property on the terms and conditions set forth herein. Owner shall pay the Broker Compensation and the Broker Service Fee, if any, due to Listing Broker in immediately available funds at settlement or as otherwise set forth herein.

9. Common Interest Community: Owner represents that the Property **[select one]:** is **OR** is not subject to the Resale Disclosure Act (Sections 55.1-2307 et. seq. of the Code of Virginia) (the "Act"). Under the Act, a common interest community means a property subject to a property owners' association pursuant to the Property Owners' Association Act (§55.1-1800 et seq.), or a condominium created pursuant to the Virginia Condominium Act (§55.1-1900 et seq.), or a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§55.1-2100 et seq.). If the Property is subject to such Act, Owner authorizes **OR** does not authorize Listing Broker to order a resale certificate from the association. Owner shall either pay the Association or reimburse Listing Broker for the resale certificate. If not paid prior to settlement, the cost of the resale certificate shall be deducted from Owner's sales proceeds at settlement.

10. Lockbox: Owner **[select one]:** requests **OR** does not request the installation and use of a CVR MLS approved lockbox on said Property. Owner **[select one]:** authorizes **OR** does not authorize a termite inspector to use a lockbox key for entrance to the property unaccompanied by Listing Broker or Listing Broker's authorized agent. Owner is aware and understands that a lockbox is a means by which persons who have authorized access to said lockbox keys may gain entrance. Owner hereby jointly and severally releases and forever discharges Listing Broker and all other persons who have authorized access to said lockbox keys from all liability, obligations, causes of action, claims and demands whatsoever which Owner may have by virtue of the installation and use of such lockbox. Owner agrees to notify tenant in writing, if any, of intended use of lockbox.

11. Internet and Other Media: Owner authorizes the dissemination of Property/sales information to CVR MLS participants, including electronic format, print and other media. CVR MLS brokers may publish listings of competing brokers on their web sites. If authorized below, Listing Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property.

OPT-OUT OF INTERNET: Complete this section only if Owner desires to opt out of Internet display

Owner may opt out of having the property listing or property address displayed on the Internet by selecting Option A or B below.

Option A: Owner has advised Listing Broker that Owner does not want the Property displayed on the Internet. **OR**

Option B: Owner has advised Listing Broker that Owner does not want the address of the Property displayed on the Internet.

Owner understands and acknowledges that if **Option A** has been selected, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search. _____ / _____ (**Owner's Initials**)

Owner (**initial one**): _____ authorizes **OR** _____ does not authorize third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (**initial one**): _____ authorizes **OR** _____ does not authorize an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing.

Notwithstanding the above instructions that will be associated with Owner's MLS Property listing, Owner acknowledges that Listing Broker cannot control the content of third-party websites that may display information or values about Owner's Property.

12. Use of Listing Content; Intellectual Property Assignment. Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Listing Broker, or otherwise obtained or produced by Listing Broker in connection with this Agreement, and any changes to such information (the "Listing Content"), may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner [**select one**]: does **OR** does not hereby irrevocably assign and transfer to Listing Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Owner may have or acquire in and to any and all Listing Content. If Owner irrevocably assigns and transfers to Listing Broker the said rights, then Owner represents and warrants to Listing Broker that the Listing Content and this assignment of rights to Listing Broker does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Owner shall indemnify Listing Broker against all damages, costs, and liabilities, including twenty-five percent (25%) attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.

13. Residential Property Disclosure: Owner acknowledges that if the Virginia Residential Property Disclosure Act is applicable, then Owner must furnish an executed disclosure statement to a purchaser of the Property. If Owner does not furnish such disclosure statement as required by such Act, the purchaser has the right to terminate any contract to purchase the Property.

14. Lead Based Paint: Owner represents and warrants the Property [**select one**]: was **OR** was not built before 1978. If the Property was built before 1978, all federally mandated lead-based paints disclosure requirements apply to the Property.

15. Septic System: Pursuant to Va. Code §32.1-164.1:1, Owner must disclose to the purchaser if the septic system serving the Property fails to meet the current regulatory requirements and Owner has applied for or obtained a waiver from the Board of Health for the system. Owner represents and warrants [**select as applicable**]:

The Property is not served by a septic system.

The Property is served by a [**select one**]: conventional **OR** alternative septic system but is not subject to a waiver. If an alternative system, is it subject to a maintenance contract? Yes **OR** No.

The Property is served by a septic system and has been granted a waiver (or has applied for a waiver) which is not transferable to a purchaser. NOTE: Owner must provide notice of septic system waiver to purchaser.

16. Home Warranty Insurance: Owner has been advised of the availability of a home warranty program for the Property that covers malfunctions in certain systems and appliances (limitations apply). Owner [**select one**]: declines coverage **OR** elects to purchase a home warranty program.

17. Recordings Within the Property: If Owner records or allows remote monitoring of audio or video within the Property, Owner understands recording or transmitting audio or video of prospective purchasers or their representatives may result in violation of state and/or federal laws. Further, Owner acknowledges that prospective purchasers may photograph or video the interior of the Property. Owner should remove any items of a personal nature that Owner does not want photographed, recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Owner hereby releases and indemnifies Listing Broker, its agents and employees, from any liability which may result from Owner's recording or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images, or video of the Property.

18. Enforcement: If Owner sells, conveys, or otherwise transfers the Property within ____ days after the expiration of this Agreement to a person or persons with whom Listing Broker or any member of CVR MLS has negotiated as a prospective purchaser during the term of this Agreement, Listing Broker shall be deemed to have earned the Broker Compensation and Broker Service Fee, if any, provided herein and such amount(s) shall be due and payable to Listing Broker pursuant to the terms of this Agreement; provided, however, that (i) Listing Broker has given written notice to Owner of the name of such purchaser prior to the expiration of the term of this Agreement, and (ii) Owner has not entered into a valid listing agreement with any other licensed broker. Further, Owner Agrees if, (i) after a valid contract for the purchase of the Property is executed by Owner and any purchaser(s), there is a default by Owner which prevents performance of such contract through no fault of Listing Broker, or (ii) Owner fails to fully perform the obligations of Owner set forth herein, then Owner agrees to reimburse, indemnify and pay Listing Broker, its agents and employees, for the Broker Compensation and the Broker Service Fee, if any, any Listing Broker damages and collection costs incurred in the enforcement of this Agreement, including reasonable attorney's fees.

19. Other Terms:

See Addendum Listing Agent Cash-Back Credits

20. Standard Provisions:

A. Virginia Fair Housing: Owner acknowledges that as a homeowner or landlord, Owner has a responsibility and a requirement under the law not to discriminate in the sale, rental and/or financing of property on the basis of race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status or disability, as well as all classes protected by the laws of the United States and applicable local jurisdiction. Owner cannot instruct Listing Broker or its licensees to convey for Owner any limitations in the sale or rental since real estate professionals are also bound by law not to discriminate. Under the law, a homeowner or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status or disability, Listing Broker has the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, national origin, sex, elderliness, familial status, source of funds, sexual orientation, gender identity, military status or disability.

B. Owner acknowledges that Listing Broker is representing Owner as a standard agent under this Agreement. In accordance with law, Listing Broker hereby discloses to Owner that Listing Broker and Listing Broker's real estate licensees are the agents of Owner in connection with marketing the Property under this Agreement. As such, Listing Broker and its licensees owe Owner duties as defined in Section 54.1-2131, Code of Virginia. Listing Broker and its licensees are required to treat all parties to a transaction honestly. Without breaching their duties to Owner, Listing Broker and its licensees may provide prospective purchasers with information about the Property and may assist a prospective purchaser in preparing an offer to purchase the Property. Listing Broker and its licensees have a duty to submit to Owner all offers to purchase the Property. Listing Broker and its licensees shall not disclose to prospective purchasers (or their real estate licensees) the terms of any other offers to purchase the Property received by Listing Broker without Owner's prior written consent. Owner should not disclose any confidential information to prospective purchasers or to real estate licensees other than Listing Broker. Owner is advised that a purchaser may employ the services of a purchaser's agent or representative.

C. This Agreement is intended solely to define the relationship between Owner and Listing Broker. It is not intended to be an offer to sell to a third party, nor may any third party rely upon it as such an offer. Further, this Agreement does not confer upon Listing Broker the power or authority to either make or accept an offer or counteroffer to sell the Property. The Property may be sold only by a written agreement executed by Owner, or by an attorney-in-fact for Owner under a written power of attorney. Listing Broker's authority hereunder shall be limited to marketing the Property for sale and such activities as are necessary or incidental thereto, including without limitation accepting and holding an earnest money deposit in accordance with the Regulations of the Virginia Real Estate Board.

D. If Owner withdraws the Property from the market during the initial term of this Agreement or any extension thereof, without written consent from Listing Broker, or otherwise prevents Listing Broker from selling the Property during the initial term or any extension thereof, Owner agrees to pay Listing Broker the Broker Compensation and the Broker Service Fee, if any, set forth in paragraph 6 as compensation for its services hereunder. If the Broker Compensation in paragraph 6 is based upon the gross sales price of the Property, then for purposes of this paragraph, the gross sales price shall be deemed to be the listing price of the Property. If Owner defaults prior to a transaction being negotiated with a buyer, then the Broker

Compensation shall be equal to the compensation set forth in paragraph 6A. If, after a valid contract for the purchase of the Property is executed by Owner and a purchaser, there is a default by such purchaser which prevents performance of such contract through no fault of Owner, Listing Broker agrees that Owner will not be liable for the Broker Compensation or the Broker Service Fee, and that Listing Broker shall look to such defaulting purchaser for compensation relating to such contract. Owner agrees that if such a default occurs, this Listing Agreement shall remain in effect between Owner and Listing Broker until its expiration and that payment of the Broker Compensation and the Broker Service Fee, if any, by such defaulting purchaser or purchasers shall not satisfy an obligation which may arise if, subsequent to such default, another valid contract for the purchase of the Property is brought about by Listing Broker.

E. Owner agrees that during the initial term or any extension thereof, Listing Broker is authorized to place "FOR SALE" signs on the Property, to remove any other "FOR SALE" signs and to take all appropriate action to bring about a sale of the Property. Owner agrees to make the Property available to Listing Broker and real estate licensees employed by or affiliated with Listing Broker at all reasonable hours for showing to prospective purchasers. Owner also agrees to refer to Listing Broker all inquiries or offers which Owner may receive regarding the Property.

F. In the event of a sale of the Property, Owner agrees to convey the Property to any purchaser by general warranty deed with the usual English covenants of title and free and clear from all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property, and subject, in all events, to the specific terms and conditions contained in the contract of sale.

G. Owner agrees that in consideration of the use of the services and facilities of Listing Broker and/or CVR MLS, neither Listing Broker, its officers, directors, employees and real estate licensees employed by or affiliated with Listing Broker showing the Property to prospective purchasers, nor CVR MLS, its directors, officers and employees, including officials of any Association of REALTORS®, shall be liable for any vandalism, theft or damage of any nature whatsoever to the Property or its contents during the initial term and any extension hereof, and Owner waives any and all rights, claims, and causes of action against any of them and holds them harmless for any property damage or personal injury arising from the use of or access to the Property by any person during the initial term and any extension thereof, but excluding property damage or personal injury arising out of their own negligence.

21. This Agreement is a legally binding agreement which may not be modified or changed except by written instrument executed by the parties. It shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the other parties. The parties hereto acknowledge that each of them has received a copy of this agreement. **Owner is advised to seek legal advice if the contents of this Agreement are not understood.**

22. **Electronic Signatures** In accordance with the Uniform Electronic Transactions Act regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.

23. **Designation of Authorized Representative:** Pursuant to Va. Code § 55.1-2307 et seq, Owner hereby designates the agent listed below as the Owner's authorized representative with respect to any common interest communities associated with the Property.

Designated Agent's Name and Information:

Agent's Name _____
Email _____

Agent's DPOR License No.: _____
Cell No. _____

Witness the following duly authorized signatures:

Owner Date

Owner Date

Owner Date

Owner Date

By: _____
Signature of Listing Broker or authorized agent Date

Listing Broker or authorized agent's printed name

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