



Agency Disclosure

Real estate licensees in Virginia are either individual persons or firms. All references to "Agent" in this disclosure refer to the individual and his or her firm's principal and/or supervising broker. When you enter into substantive discussions with an Agent regarding a specific property, from the outset you should understand what type of agency relationship exists between you and the Agent. All parties to a real estate transaction -- sellers, buyers -- should understand the unique and valuable role of the Agent. This role is defined by law and regulation.

Virginia real estate licensees are required by the Virginia Real Estate Board (Regulation Section 135-20-220.A) to make prompt disclosure of their agency relationship(s) to all actual and prospective parties to a transaction, who are not represented by an Agent, at the earliest practical time. This disclosure must be in writing and must be acknowledged by those parties.

THE AGENT'S DUTIES

An Agent owes certain duties to his client, called the "principal," among which are the duties of confidentiality, ordinary care and full accounting. (Even if an Agent is representing another party to a real estate transaction, the Agent can still provide you with a variety of information about general real estate procedures.) You should always keep in mind whom the Agent represents in your transaction, because that is the person(s) to whom these duties are owed.

Regardless of whose interests an Agent represents, all Agents are required by the REALTOR's Code of Ethics to treat all parties honestly. Furthermore, Agents are required by law and regulation to disclose all material adverse facts pertaining to the physical condition of the property actually known by the Agent, disclose other information required by law or regulation, and offer properties without discrimination. The responsibility of the Agent to make such disclosure will survive execution of any contract of purchase and continues in effect until settlement is concluded.

WHO DOES THE AGENT REPRESENT?

In any real estate transaction, an Agent may represent the Seller, the Buyer or, under certain circumstances, both the Buyer and the Seller.

The Seller - The Seller's Listing Agent and the firm's principal and/or supervising broker under a Seller's listing agreement act as the Agent for the Seller. The listing agreement may authorize the listing firm to list the property with the Multiple Listing Service and to cooperate with other Agents. These cooperating Agents, who frequently work for other firms, may operate under an agreement with the listing firm, in which case they act as a subagent for and owe their primary responsibilities to the Seller.

The Buyer - The Buyer's Agent and the firm's principal and/or supervising broker act as the Agent for the Buyer. The Buyer's Agent is not the Seller's Agent, even if the Purchase Agreement provides that the Seller or the Listing Firm pay the Buyer's Agent for services rendered to the Buyer. The Buyer's Agent must disclose his relationship with the Buyer whenever dealing with the Seller's Listing Agent or the Seller.

The Buyer - The Buyer and Seller may be represented in a particular transaction by the same firm, but only if the scope of the agency is limited by a written agreement and only with the express knowledge and written consent of both the Buyer and the Seller. In this situation, either Disclosed Dual Agency or Disclosed Designated Agency will occur and the appropriate Consent and Confirmation Agreement must be signed by the Buyer and the Seller.

AND
The Seller

DISCLOSED DUAL AGENCY occurs when the Seller's Listing Agent, the Buyer's Agent and the firm's principal and/or supervising broker are in the same firm, all of whom are Disclosed Dual Agents representing both the Buyer and the Seller. A Disclosed Dual Agent representing both the Buyer and the Seller must disclose all information regarding the agency relationship, including the limitation on the Disclosed Dual Agent's ability to represent fully either party. Specifically, the Disclosed Dual Agent must not disclose to either party, without the prior written consent of the party adversely affected by the disclosure, any personal and financial information obtained in the course of the agency relationship. In addition, the Disclosed Dual Agent must not tell the Buyer that the Seller will accept a price lower than the listing price, nor tell the Seller that the Buyer will pay a price higher than the price offered. Nothing contained in this Disclosure shall prevent the Disclosed Dual Agent from disclosing to the Buyer and the Seller any material adverse facts pertaining to the physical condition of the property actually known by the Disclosed Dual Agent or any other information that must be disclosed by law or regulation.

OR

DISCLOSED DESIGNATED AGENCY occurs when the firm's principal and/or supervising broker elects to assign Disclosed Designated Agents to represent different clients in the same transaction. The firm's principal and/or supervising broker may elect to assign the Seller's Listing Agent as the Designated Seller's Agent and the Buyer's Agent as the Designated Buyer's Agent. However, the principal or supervising broker reserves the right to assign a Designated Agent other than the Seller's Listing Agent or Buyer's Agent. Unlike Disclosed Dual Agency, the Designated Seller's Agent and the Designated Buyer's Agent represent only the interests of their respective clients, and may therefore represent those interests fully. The principal and/or supervising broker will be considered a Disclosed Dual Agent of both the Seller and the Buyer clients. The Designated Seller's Agent and the Designated Buyer's Agent may not disclose, except to their principal and/or supervising broker, personal or financial information received from the clients in the course of the agency relationship and any other information that a client requests be kept confidential, unless required by law to be disclosed or the client consents to its disclosure in writing. In the event certain confidential information must be disclosed by law or ethics, the Designated Agent shall advise his client of the required disclosure.

PRINCIPAL'S RESPONSIBILITIES

The above duties of the Agent in a real estate transaction do not relieve a Seller or a Buyer from the responsibility to protect their own interests. You should carefully read all agreements to ensure that they adequately express your understanding of the transaction. A real estate Agent is a person qualified to advise about real estate. If specific legal or tax advice is desired, consult an attorney, accountant or tax professional.

A principal should ensure that any existing agency relationship is disclosed to other principals and their Agents. A Buyer should also consult the Buyer's Agent before contacting any other REALTORS® representing Sellers or visiting any specific property to avoid the possibility of confusion over the agency relationship.

You may receive more than one disclosure form, depending upon the number of Agents assisting in a transaction. The law requires each Agent with whom you have substantive discussions about specific property to present you with a written disclosure, unless you are represented by an Agent.

OTHER INFORMATION ABOUT PURCHASING REAL ESTATE

REAL ESTATE BOARD DISCLOSURE: The duties of real estate licensees in Virginia are set forth in Section 54.1-2130 et seq. of the 1950 Code of Virginia as amended 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 relevant to the transaction which may be obtained from other sources.

MEGAN'S LAW DISCLOSURE: Purchaser(s) should exercise whatever due diligence they deem necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange at 804-674-2000 or www.vsp.state.va.us.

LEGAL REQUIREMENTS: Virginia law requires that in order to be enforceable, all contracts for real property must be in writing. There is a purchase agreement form which may be shown to you. The form an Agent recommends you use may be modified in any way to accommodate the needs of the parties. By law, your Agent may prepare or assist you in preparing your Purchase Agreement or response to a received agreement. You also have the right to legal counsel.

FINANCING AND INSURANCE: Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the right to select the lender and the right to negotiate terms and conditions of the loan. Such terms may be subject to Seller's approval and lender's requirements. Once the Seller and Buyer have agreed on the terms of the contract, the loan terms may not be changed without the written consent of the Seller. The lender will require the Buyer to buy hazard insurance on the Property from the insurance company of Buyer's choice, subject to the lender's approval. Buyer may also be required to purchase lender's title insurance and Buyer may wish to purchase owner's title insurance. Buyer may also consult an attorney concerning this decision.

MASTER PLANS: Prior to the execution of a contract, Buyer may review the existing zoning maps and the applicable comprehensive plan for the appropriate jurisdiction, including maps showing planned land uses, roads and highways, zoning and the location and nature of proposed parks and other public facilities. This can be viewed at various local or state governmental offices.

HAZARDOUS MATERIALS: Hazardous materials could affect properties being bought or sold. Agents generally do not have the technical expertise to advise as to whether or not such materials are present. Information pertaining to hazardous substances is available from the United States Environmental Protection Agency (EPA) or the Virginia Department of Health. For further information, one can contact local or state governmental offices. The Buyer has the right to include in their purchase offer a provision requiring that an expert inspect the Property for hazardous materials.

CONDITION OF PROPERTY: The Buyer has the right to include in their purchase offer a provision requiring that an expert inspect the Property and provide Buyer an analysis of its condition. Buyer normally will also have the right to conduct a pre-settlement or pre-occupancy final "walk-through" inspection of the property as defined in the Buyer's contract of sale.

IF YOU HAVE ANY QUESTIONS REGARDING THE ROLES AND RESPONSIBILITIES OF AGENTS, OR ABOUT ANY OTHER PORTIONS OF THIS STATEMENT, PLEASE DO NOT HESITATE TO ASK FOR MORE INFORMATION.

WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THAT Wainwright & Co
Firm Name

AND David Simon and/or Steve Cuppy ARE WORKING AS: _____ SELLER'S AGENT. _____ BUYER'S AGENT.
Agent

Buyer Seller _____ Date _____

Buyer Seller _____ Date _____

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON MATTERS RELATING TO REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

© 2007 by the Roanoke Valley Association of REALTORS. All rights reserved. This form may not be reproduced in any manner, including but not limited to deletions or additions, or by any electronic or mechanical means, without permission in writing from the Roanoke Valley Association of REALTORS. This form may only be used by members in good standing of the Roanoke Valley Association of REALTORS.