VIRGINIA REALTORS®
RESIDENTIAL PROPERTY MANAGEMENT
AND EXCLUSIVE RENTAL AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing)

This Agreement, entered into on_____, by and between _____ ("Owner") and _____(firm/broker name), ("Agent").

1. ADDRESS/TERM. Owner hereby employs Agent as sole and exclusive agent to rent and manage property known as _____ (the "Property"), upon the terms hereinafter set forth, beginning on the date above, and continuing until _____, as may be extended, and subject to the provisions set forth in Paragraph 40 of this Agreement.

2. OWNER'S REPRESENTATIONS. Owner represents to Agent that Owner is the fee simple owner of the Property, that no other owner's consent is required to enter into this Agreement, and that neither Owner nor the Property is the subject of any pending or threatened bankruptcy or foreclosure or other legal action affecting the Property, and that all financings and taxes affecting the Property are paid current. Owner ☐ is OR ☐ is not a resident property owner, and owns or has an ownership interest in _____ number of residential rental units in the Commonwealth of Virginia. Owner agrees to pay the applicable estimated income taxes due to the Commonwealth of Virginia, and/or any Business/Professional/Occupational/Licenses (BPOL) taxes due to any locality, for any property that is owned by a nonresident owner who owns more than four residential rental units in the Commonwealth. The Property ☐ is OR ☐ is not located in a homeowners', condominium, property owners' or similar association. If it is in such an association, any and all dues and/or assessments are paid in full as of the date hereof, and Owner shall be required to timely pay such association dues and/or assessments during the term of this Agreement.

AGENT AGREES TO:

3. PROCURE TENANTS. Make all diligent efforts to procure a suitable tenant as soon as possible at a monthly rent of $_____ or other amount as may be agreed upon, or at a rate the Agent determines is the current fair market rental rate, but not less than $ _____. For multi-family properties or communities, the rent schedule is attached hereto and made a part hereof.

4. LEASE. Negotiate and execute leases, renewals, or subsequent leases on behalf of the Owner, as in Agent's best judgment provide a fair return to Owner, and are consistent with Owner's instructions. Leases are to be written on the lease form provided by Agent.

5. COLLECT RENTS. Collect all rents and other charges which become due in accordance with the terms of the lease, exercising due diligence in this pursuit, but nothing in this Agreement shall be construed as a guarantee by Agent of the payment of rents or other charges by a tenant.

6. SECURITY DEPOSIT. Collect from a tenant a security deposit equivalent to one month's rent (or such other amount as approved in advance in writing by Owner) and to hold the security deposit of the tenant in an escrow account established and maintained in accordance with the regulations of the Virginia Real Estate Board unless otherwise agreed to in the lease. When the tenant vacates the Property, return to the tenant the security deposit with any interest as may be required by law, less any and all proper deductions. Any interest earned above the statutory interest payable to the tenant will be retained by Agent to cover administrative costs.

7. RECORD STATEMENTS. Keep accurate records of the rent receipts and expenditures for the Property and furnish Owner with accounting statements and detailed annual statement of receipts and disbursements for tax purposes, with IRS Form 1099 indicating rents received for the Property.

8. REMIT NET RENT. Promptly remit directly to Owner, or to deposit in the account of Owner, as directed by Owner, the balance of all sums due Owner under the terms of this Agreement. This remittance will be forwarded by the _____ of each month, provided the rent and other fees as applicable have been collected by this date. Notwithstanding the preceding, Agent shall have the right to retain rent payments during the last month of a lease for a period not to exceed _____ days, in order to pay any outstanding invoices, the costs to prepare the Property for re-rental, and any other costs that may be reimbursable under the terms of this Agreement.

9. REPAIRS/MAINTENANCE OF PROPERTY. Except as otherwise provided in this Agreement, make or cause to be made all repairs, replacements, alterations, or decorations to the Property within 14 days of notification by Tenant pursuant to Virginia Code § 55.1-1244.1. Agent shall enter into agreements in the name of Owner for all necessary repairs, maintenance (to include changing locks as deemed necessary by Agent), minor alterations, utility services, and other services to and for the Property. Agent is hereby authorized to spend up to $_____ for any one repair or maintenance item, without Owner's prior consent. Agent is further authorized to pay for repairs, services, and any related expenses in the event of an emergency (as determined by Agent); the repairs are required by the lease; federal, state, or local laws or regulations; or after reasonable efforts Agent is unable to reach Owner.

10. FORMS. Owner and Agent agree to use the Virginia REALTORS® standard document forms, and any and all other forms provided by Agent in Agent's sole discretion. Agent shall provide Owner copies of any forms upon the request of Owner.

11. INSPECTIONS. Make inspections of the Property as Agent feels necessary and report matters concerning the condition of the Property to Owner. In the event of vacancy, Agent will take reasonable precautions to safeguard the Property, but Agent is not liable for any damages to the Property of any kind.

OWNER HEREBY DELEGATES TO AGENT THE FOLLOWING AUTHORITY AND POWERS (ALL OF WHICH MAY BE EXERCISED IN THE NAME OF OWNER) AND AGREES TO ASSUME ALL EXPENSES IN CONNECTION THEREWITH:

12. ADVERTISE, SIGN, LOCKBOX, MLS, RENT SIGN. Advertise the Property, display signs thereon (unless prohibited by local ordinance), place a common key lockbox upon the Property, and make a blanket unilateral offer of cooperation to real estate brokers and participants in any common source information service, including multiple listing service, that Agent deems appropriate. Owner hereby authorizes Agent to advertise the Property on any common source information service including multiple listing service, and on the internet and other media for the purpose of marketing the Property, provided Agent has the proper authority to enter information into such service.

13. APPROVE/RENEW/CANCEL. Investigate credit references of prospective tenants, approve applications, sign leases, renew and/or cancel existing leases, and prepare and execute new leases in accordance with terms provided by Owner.

14. COLLECT RENTS. Collect rents and other charges that become due and give receipts therefore, and deposit all funds collected hereunder in Agent's rental account.

15. COLLECT OTHER CHARGES. Collect and retain from tenant all or any of the following: charges for late rent payments, bad check and related charges and penalties, credit report fees, subleasing or early termination of lease charges including commission, and any administrative fees authorized by the lease or Virginia law. Agent shall be entitled to retain all such charges or commission to cover administrative costs.

16. COLLECT/REFUND SECURITY DEPOSITS PAYMENTS. Collect security deposits from tenants and refund security deposits, less any proper deductions, and pay interest on such security deposits in accordance with the Virginia Residential Landlord Tenant Act ("VRLTA"). Agent shall be entitled to retain, as administrative expense, one-half of any actual damages incurred, as recoverable by law, if applicant is approved and fails to enter into a lease with Owner, or fails to move into the Property on the commencement date of the lease.

17. MAKE PAYMENTS. If selected in Paragraph 51, make payments on any trust or mortgage on the Property, to pay any real estate taxes, condominium/association fees, common area utility charges, special assessments or other charges against the Property that may come due, and for which Owner is obligated, and pay for same from Owner's account. Failure to maintain adequate funds in Owner's account as specified in Paragraph 30 will release Agent from this obligation.

18. LEGAL PROCEDURES. Terminate tenancies and sign and serve such notices as are deemed necessary and appropriate by Agent. Agent shall institute and prosecute actions to evict tenants, to recover possession of the Property, and to sue for and recover rent. Agent reserves the right to settle, compromise, and release legal actions or reinstate such tenancies, as Agent sees fit or appropriate. Owner hereby appoints Agent as Owner's attorney in fact with full power to do all things appropriate that Owner might do to collect from any tenant or other party any and all amounts due and owing to Owner in relation to the Property and the matters contemplated by this Agreement, including, without limitation, prosecution of suits and actions for rent, damages, unlawful detainer, eviction, and other legal or equitable actions. Any legal costs incurred by Agent pursuant to this Section shall be paid by Owner. Owner agrees that Agent is not an attorney or a collection agency.

19. HIRING CONTRACTORS. Hire, coordinate, and discharge, in the name of Owner, all labor and contractors required for the operation and maintenance of the Property; it being agreed that all contractors shall be deemed contractors of Owner and not of Agent, and Owner will have all obligations arising from such contracts. Agent may perform any of its duties through Owner's attorneys, agents, or contractors and shall not be responsible for their acts, defaults, or negligence if reasonable care by Agent has been exercised in their employment and retention. Owner grants Agent the authority to make decisions under this Agreement in Agent's sole and absolute discretion.

OWNER HEREBY AGREES TO PAY AGENT:

20. LEASING FEE. A **total** fee of _____ when a tenant has been procured and the lease is executed, or as otherwise agreed by the parties. _____ may be paid to a cooperating broker **from** the total leasing fee in **this** Parapgraph.This leasing fee is **separate** from the management fee described below in Paragraph 23. The leasing fee is earned when the lease is executed.

21. SET-UP FEE. A one-time, non-refundable administrative set-up fee of $_____ is due at the time of signing this Agreement.

22. RENEWAL FEE. An additional fee of $_____ upon lease renewal or extension.

23. MANAGEMENT FEE. For the management services of Agent, a management fee of _____ percent of all gross rentals collected by the Agent, or a minimum of $ _____, whichever is greater. The management fee is payable on all rents during the original term, any renewals, extensions, expansions, replacements, relocations, or new leasings between Owner and tenant, or Owner's successors and assigns, including, without limitation, or any entity affiliated with, controlled or owned by or under common control or ownership with Owner. No sale of the Property shall release Owner or its successor or assigns from the obligations under this Agreement. Owner agrees that, at the request of Agent, all leases for the Property will contain a provision incorporating

the commission rights of Agent hereunder. Agent shall have the right to collect all rents due hereunder so that its fees and commissions may be paid in installments as the rent is received and retained by Agent before remitting the rent (less such fees or commissions) to Owner but if any act be done to deprive Agent of its right to collect the rent, then the entire amount of its fees and commissions earned but then unpaid shall, at Agent's option, become immediately due and payable.

24. FEES FOR NON-MANAGEMENT SERVICES. A fee of $_____ for the cost of any non-management services provided. Non-management services are any service performed by Agent that is not related to tenant occupancy. Non-management services may include, without limitation, arranging for renovations and/or capital improvements, preparation for initial lease term or sale of the property, meeting utility providers, representing owner at property owner association hearings, insurance claim coordination, or procuring third party vendors. Nothing in this Agreement obligates Agent to provide non-management services. If Agent agrees to secure or coordinate such services, it will use its best efforts, but Agent does not guarantee in any way the work to be performed. The fee due Agent shall be treated as all other fees due Agent under this Agreement.

25. SALE. In addition to any leasing, management or other fee payable hereunder, a sales fee equal to _____ if the Property is sold during the lease term or up to 180 days following the expiration of the lease term to a buyer procured by Agent.

OWNER HEREBY FURTHER AGREES TO:

26. LIABILITY INSURANCE. Indemnify, defend, and save Agent harmless from all suits in connection with the Property and from liability for damage to Property and injuries to or death of any employee of Agent or any contractor or other person whomsoever, **and to carry at his own expense** property damage insurance with the minimum coverage amount of $_____, and liability insurance with the minimum coverage amount of $_____, naming Owner and Agent as additional insured (if permitted by the insurance carrier) on such policies to protect their interests, in form and substance satisfactory to Agent, and to furnish Agent a certificate evidencing the existence of such insurance coverages.

27. FIRE INSURANCE. Provide Agent with a copy of the fire and hazard insurance dwelling policy in force which shall include coverage for rent loss in the event the Property should become uninhabitable or in the event of vacancies in excess of thirty days, as well as adequate coverage for vandalism.

28. INDEMNIFICATION AND RELEASE. Indemnify and save Agent harmless against (i) all claims for damages arising out of alleged violations by Agent in a representative capacity, or Owner, or both, of any constitutional provision, statute, ordinance or regulation, federal, state or local, which arise out of the offer to lease, leasing, management, or operation of the Property hereunder or otherwise; and (ii) all expenses incurred by Agent in connection with the foregoing, including the reasonable fees and costs of counsel retained to defend Agent; provided, however, that the provisions of this Paragraph shall not apply if a court of competent jurisdiction makes a final determination, which is either upheld on appeal or not appealed within the applicable period of time, that Agent knowingly and intentionally violated any such constitutional provisions, statute, ordinance, or regulation. Owner hereby releases Agent from any and all claims, liability, or loss suffered by Owner as a result of damage to the Property not covered by Owner's hazard insurance. Except as otherwise provided herein, Owner and Agent do hereby release each other from any and all liability, loss, damage, or claim resulting from any claim and agree to secure from their insurers acknowledgment of such release and a waiver of any rights of subrogation.

29. BANKRUPTCY DEPOSITORY. Not hold Agent liable in the event of bankruptcy or failure of the depository bank or savings and loan institution in which the monies due Owner are deposited in a fiduciary account.

30. MAINTENANCE ACCOUNT. Maintain in Owner's account with Agent an amount equal to one month's normal disbursements for such things as mortgage payments, condominium/association dues, other monthly or regular obligations of Owner, plus $_____ for maintenance and repairs. Funds are to be accounted for in Agent's escrow account and are to be used for payment of Owner's obligations as otherwise provided in this agreement.

31. VRLTA. Have the landlord tenant relationship and the lease be governed by the VRLTA.

32. PROPERTY AVAILABILITY. Make the Property available for lease and occupancy no later than _____, including removal of all of Owner's personal property with the exception of those items listed on the attached Property Management Information Form that will remain in the Property as part of the rental to tenants. If Owner fails to do so, Agent shall have the right to take all reasonable actions, at Owner's sole cost and expense, to prepare the Property for lease and occupancy as soon thereafter as practicable.

33. LEAD BASED PAINT. Use a certified lead-based paint renovator for any repairs to the Property which would disturb painted surfaces if the Property was constructed prior to 1978, if required by law.

34. UTILITIES. Keep and maintain all utilities on in Owner's name during any periods of vacancy of the Property.

35. UPDATED INFORMATION. Provide Agent with any updates to the information provided in this Agreement upon learning that such information is incorrect.

IT IS MUTUALLY AGREED THAT:

36. STRUCTURAL CHANGES. Owner expressly withholds from Agent any power or authority to make any structural changes in any building or make any other major alterations or additions in or to any such building or equipment therein, or to incur any expenses chargeable to Owner other than expenses related to exercising the express powers above vested in Agent without the prior written direction of Owner, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or the safety of the tenants and occupants thereof, or are required to avoid the suspension of any necessary service to the Property.

37. COMPLIANCE WITH LOCAL CODES. Agent does not assume and is given no responsibility for compliance of the building on the Property, or any equipment therein, or for compliance with the requirements of any statute, ordinance, law, or regulation of any governmental body or any public authority or official having jurisdiction, except to notify Owner promptly or forward to Owner promptly any complaints, warnings, notices, or summons received by it relating to such matters. Owner represents that to the best of its knowledge the Property and equipment comply with all such requirements and authorizes Agent to disclose the ownership of the Property to any such officials. Owner further agrees to indemnify and hold harmless Agent, its representatives, servants, and employees, of and from all loss, cost, expense, and liability whatsoever which may be imposed on them or any of them by reason of any present or future violation or alleged violation of any laws, ordinances, statutes or regulations.

38. MOISTURE AND MOLD REMEDIATION. Except as expressly provided in this Agreement, Agent shall have no maintenance obligations with respect to the Property relating to the accumulation of moisture or the presence of mold or other fungus. Agent will notify Owner in writing of any mold condition in the Property of which Agent has actual knowledge; provided, however, that Agent will have no obligation to inspect for such condition except as set forth below. It is expressly agreed that Agent will hire a contractor to address any mold or moisture condition in the Property. Owner agrees to indemnify and hold Agent harmless from and against any and all loss, cost, expense, claim, suit, and liability whatsoever by reason of Owner's failure to perform any maintenance of the Property required to prevent harm or injury to any tenant or the property of any tenant from mold or other fungus, unless Agent has assumed in this Agreement the obligation to perform such maintenance.

39. TERMINATION BY AGENT. If it is alleged or charged that any building on the Property, or equipment therein, or any act or failure to act by Owner with respect to the Property, or the sale, rental, or other dispositions thereof, fails to comply with, or is in violation of any of the requirements of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having jurisdiction thereover, and Agent, in its sole and absolute discretion, considers that the act or position of Owner with respect thereto may result in damage or liability to Agent, Agent shall have the right to cancel this Agreement at any time by written notice to Owner of its selection to do so, which cancellation shall be effective upon the giving of such notice. Such notice may be hand delivered in accordance with Section 55.1-1202 of the Code of Virginia or given by regular mail, postage prepaid, with Agent retaining sufficient proof of mailing which may be a U.S. Postal Certificate of Mailing, and if served by mail shall be deemed to have been given when deposited in the U.S. Mail. Owner and Agent may send notices in electronic form. If electronic delivery is used, the sender shall retain 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 prepared by the sender confirming the electronic delivery. Such cancellation shall not release the indemnities of Owner to Agent and shall not terminate any liability or obligation of Owner to Agent for any payment, reimbursement or other sum of money due and payable to the Agent pursuant to this Agreement.

40. TERMINATION/AUTOMATIC RENEWAL. This Agreement may be terminated by either party at the later of: (i) the expiration date set forth in Paragraph 1 of this Agreement; or (ii) at the end of the lease term for any tenant procured by Agent; upon providing the other party 30 days prior written notice before the applicable termination date. If this Agreement is not terminated in accordance with the preceding sentence, it shall be automatically renewed for the same terms as the original term hereof until terminated by either party by giving the other party written notice of their intention to so terminate in accordance with this Section. Owner shall have no right to re-occupy the Property during any lease term of a tenant, unless otherwise provided in the applicable lease. All services provided pursuant to this Agreement terminate on the date of termination unless otherwise agreed to in writing by the parties. If this Agreement is terminated coinciding with the end of a tenancy, Agent and Owner will negotiate any further duties, including but not limited to the move out inspection, in a separate agreement, if Agent and Owner do not come to a mutual agreement Agent will disburse the security deposit to Landlord with notice to the Tenant and Agent shall have no further duties.

41. AGENT'S PERFECTED SECURITY LIEN. Owner grants Agent a perfected security interest in the rents collected or to be collected under the lease as security for any advances and expenditures made personally by Agent for the benefit of Owner, and not thereafter reimbursed by said Owner.

42. FAIR HOUSING. The Property will be shown and made available to all persons without regard to any protected class under federal, state, or local fair housing laws or regulations, or the REALTOR® Code of Ethics.

43. LEASE PREVAILS. If any provision of the lease on the Property conflicts with this Agreement, the lease shall take precedent over this Agreement.

44. DEFAULT. Owner failing to comply with any provision of this Agreement constitutes a default. In the event of a default, Agent may terminate this Agreement with written notice.

MISCELLANEOUS:

45. IRS RULING. Owner and Agent acknowledge that neither the United States Congress nor the Internal Revenue Service has established definitive standards for active participation in the management of investment property. Accordingly, while it is the intention of the parties that Owner shall actively participate in management of the Property, Agent makes no representation or warranty that the provisions of this Agreement shall comply with any requirements for "active participation" by Owner.

46. NONRESIDENT OWNER. Under Virginia law, a "Nonresident Landlord" is required to file a Nonresident Real Property Owner Registration form with the Virginia Department of Taxation. Landlord, if a nonresident, hereby certifies that such required forms have been properly filed.

    Any individual nonresident of Virginia who owns and leases residential real Property in Virginia shall have an agent who is a resident of, and maintains a business office within, the Commonwealth of Virginia. Owner designates the following individual as the resident agent (fill in if applicable or N/A):
    Name: _____
    Address:

    Phone: _____

47. NOTICE. All notices required to be given under the Agreement may be hand delivered in accordance with Section 55.1-1202 of the Code of Virginia or given by regular mail, postage prepaid, with the party giving notice retaining sufficient proof of mailing which may be a U.S. Postal Certificate of Mailing, and if served by mail, shall be deemed to have been given when deposited in the U.S. Mail. Owner and Agent may send notices in electronic form. If electronic delivery is used, the sender shall retain 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 prepared by the sender confirming the electronic delivery.

48. FORECLOSURES. In the event Agent receives a mortgage default, foreclosure or similar notice from any lender affecting the Property (if the property is a single family residence), Agent shall deliver such notice to the tenant, unless such notice was delivered by tenant to Agent in accordance with Section 55.1-1237 of the Code of Virginia. Foreclosure of the Property shall be deemed a breach of this agreement by Landlord.

49. WATER AND SEWER LIENS. In the event Agent receives notice of unpaid water and sewer fees by a former tenant that may result in a lien against the Property, Agent shall deliver such notice to Owner.

50. LEAD PIPES. Owner ☐ does OR ☐ does not have actual knowledge of the existence of any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6 in the Property.

OPTIONAL PROVISIONS (to be initialed by Owner if checked)

51. ☐ MORTGAGE, TRUST, REAL ESTATE TAX PAYMENTS, ASSESSMENTS.
    _____ (Owner's Initials)
    Agent will make timely payments on any trust or mortgages secured by the Property, real estate taxes, or any other obligations of Owner, when not collected in escrow and paid by mortgage company, as otherwise directed by Owner, provided that there are sufficient funds immediately available in Owner's account with Agent for that purpose. Agent shall not withhold any estimated income taxes from rental payments unless Agent expressly agrees to do so and so provides in this Agreement. In no event will Agent be expected or obligated to advance or disburse any of its own money, or any money owed as a compensation to Agent for its services hereunder, for that purpose, nor shall Agent be liable or responsible in any manner whatever for the default or any consequences thereof on the terms of any trust or mortgage, the payment of real estate taxes, or any other obligations of Owner. If the Property is a single family residence, Agent shall notify Owner of any new real estate tax assessments received by Agent.

52. ☐ SALE _____ (Owner's Initials) **Broker commission is negotiable and is not fixed, controlled or suggested by law, any MLS or any REALTOR® Association.**
During the Lease Term and, further, for a period of 90 days following the expiration of the lease term, if Owner lists the Property for sale, Owner agrees that it shall exclusively list the Property with Agent for sale, upon execution of a Listing Agreement, at the commission rate of _____ percent of the sales price of the Property. This commission shall be solely for the Agent, any other compensation will need to be memorialized in a separate agreement. This provision does not grant the tenant any right to purchase the Property, nor does it authorize Agent to offer the Property for sale unless and until a Listing Agreement is executed.

53. ☐ DAMAGE INSURANCE POLICY _____ (Owner's Initials)
Landlord authorizes the tenant to use a damage insurance policy, at tenant's own expense, in lieu of a security deposit. Such damage insurance policy will be in compliance with VA Code § 55.1-1226. Landlord hereby designates the following damages insurance companies as acceptable: _____
_____
(if blank, no restrictions). Under the law, a tenant who opts to use a damage insurance policy may, at any time without consent of Owner, opt to pay the full Security Deposit to Owner in lieu of maintaining such damage insurance policy.

54. REMEDIATION OF METH LAB. Agent shall have no obligation for remediation with respect to the Property relating to the cleanup of a methamphetamine laboratory. If it is discovered that the Property was or is being used as a methamphetamine laboratory, Landlord is solely responsible to engage a qualified contractor for remediation and cleanup of any contamination. Agent shall have no obligation to lease the Property until proof from a qualified contractor is delivered to Agent that certifies the Property has been cleaned up as required by law. Owner agrees to indemnify and hold Agent harmless from and against any and all loss, cost, expense, claim, suit, and liability whatsoever by reason of Owner's failure to perform the requirements set forth in this Section.

55. RECORDINGS WITHIN THE PROPERTY:
In the event Owner has a recording system in the Property which records or transmits audio, Owner understands that recording or transmitting of audio may result in violation of state and/or federal wiretapping laws. Owner hereby releases and indemnifies Broker, Broker's designated agents, sub-agents, sales associates, and employees from any liability which may result from any recording or transmitting in the Property.

56. NON-BINDING MEDIATION. In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Agreement to mediation prior to instituting litigation. Such mediation will be ***non-binding,*** that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate. Mediation fees, contained in the mediator's fee schedule, will be divided equally among parties and will be paid before the mediation conference.

57. OTHER PROVISIONS._____

58. **ELECTRONIC SIGNATURES._____ /_____ If this Paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, 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 and any addenda or amendments. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.**

59. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Owner is advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Owner should not send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient.

This Agreement is entered into and made with complete understanding, accord, and without reservation, and shall be binding upon the successors and assigns of Agent, and the heirs, administrators, executors, successors, and assigns of Owner, and in the event of a sale shall pass to the new owner, his heirs, administrators, executors, successors, and assigns. This Agreement may not be amended or modified, except as agreed to in writing by the parties. In witness whereof, the parties have affixed or caused to be affixed their respective signatures.

IN WITNESS WHEREOF, the parties have executed this Agreement:

Owner:

_____ /_____
Date Signature

_____ /_____
Date Signature

_____ /_____
Date Signature

_____ /_____
Date Signature

Firm/Broker:

_____ /_____
Date Signature

_____ /_____
Date Signature

Supervising Broker Name: _____

Supervising Broker Contact Information: _____

COPYRIGHT©2026 by the VIRGINIA ASSOCIATION OF REALTORS®. All rights reserved. This form may be used only by members in good standing with the VIRGINIA ASSOCIATION OF REALTORS®. The reproduction of this form, in whole or in part, or the use of the name "VIRGINIA ASSOCIATION OF REALTORS®," in connection with any other form, is prohibited without prior written consent from the VIRGINIA ASSOCIATION OF REALTORS®

PROPERTY MANAGEMENT INFORMATION FORM
(To be attached with the Property Management Agreement)

Property Information:
Rental Property Address: _____
Broker: _____ Phone: _____
Agent: _____ Phone: _____

Registration Information:
Landlord(s): _____
Social Security No:. _____ Social Security No.: _____
Tax ID No.: _____
State of Legal Residence: _____
Forwarding Address: _____
Home Phone: _____ Work Phone: _____ Fax: _____
E-Mail: _____ Cell Phone: _____
Local Contact for Emergency: _____ Phone: _____
When do you expect to return and live in this property? _____

Premises are in: ☐ **Condominium** ☐ **Cooperative** ☐ **Homeowners Association:**
Project Subdivision: _____ Unit No.: _____
Building No.: _____ ☐ County ☐ City of: _____
Number of Assigned Parking Spaces: _____ Parking Space No.(s): _____
Storage Bin No.: _____ Mail Box No.: _____ No. of Keys Provided: _____
Smoke Detector locations: _____

HOME WARRANTY INFORMATION:
Policy: ☐ Yes ☐ No
If Yes: Policy Provider: _____
Policy Number: _____
Contact Information: _____
_____

TERMITE WARRANTY INFORMATION:
Policy: ☐ Yes ☐ No
If Yes: Policy Provider: _____
Policy Number: _____
Contact Information: _____
_____

LEASING INFORMATION:
Term Available: Maximum: _____ Minimum: _____
Monthly Rent Desired: Maximum: _____ Minimum: _____
Will you accept a: ☐ Dog ☐ Cat ☐ Other: _____ Max. No. of Pets: _____
Max. Weight of Pet: _____ Smoking allowed? ☐ Yes ☐ No

DISBURSEMENT OF FUNDS (check if applicable):
☐ Mail a check to _____
☐ Accumulate in my Account: _____
☐ Deposit rent balances in Bank: (Attach voided check)
Bank: _____ Phone: _____
Address: _____
Name on Account: _____
ABA Routing No.: _____ Account No.: _____
☐ Special Instructions: _____

MEMBERSHIP AND DUES:

If Agent is to pay, Landlord must supply: payment books/cards/envelopes (if applicable).
Landlord must notify all applicable associations in writing of management agreement.

☐ Swimming Pool:_____ Phone: _____
Address: _____
Tenant to pay: ☐ Yes ☐ No Membership #.: _____
Fees include: _____

☐ Homeowners' Association: _____ Phone: _____
Address: _____
Agent to pay: ☐ Yes ☐ No Payment Schedule: _____
Fees include: _____

☐ Condominium/ Coop Association: _____ Phone: _____
Address: _____
Agent to Pay: ☐ Yes ☐ No Payment Schedule: _____
Fees Include: _____

Manager: _____ Phone: _____
Maintenance/Office/Repair Contact: _____ Phone: _____
Move In/Out Restrictions/ Fees: _____ Elevator Fee: _____
Building Access or Other Fee: _____

Please provide a current copy of your association Bylaws/Rules and Regulations.

INSURANCE COVERAGE:

If not attached, a copy of the Insurance policy must be forwarded to Agent for retention in file.

☐ Damage: Insurance Agent: _____ Phone: _____
Policy No.: _____ Expires: _____

☐ Personal Liability: Insurance Agent: _____ Phone: _____
Policy No.: _____ Expires: _____

UTILITIES: Solar Panel: ☐ Yes ☐ No

Electric Co.:_____
Location of Meter: _____
Gas Co.: _____
Location of Meter: _____
Water and Sewer Co.: _____
Location of main cut off valves: _____
Telephone Co.: _____
Internet/Cable Co.: _____
Trash Co.: _____
Recycle Day: _____ Trash Day: _____
Fuel Oil Co.: _____
Size of Tank: _____ Phone: _____
Location of fuel tank: _____
Septic Tank Co.: _____ Phone: _____
Attach copy of septic tank, septic field and distribution box locations.
Date last pumped: _____
Well and Pump Service: _____ Phone: _____

HEATING AND AIR CONDITIONING: No. of Zones: _____

Type of Heat: ☐ Forced Air ☐ Hot Water ☐ Geothermal ☐ Gas ☐ Oil ☐ Electric

☐ Furnace: Make: _____ Model No.: _____ ☐ Gas ☐ Oil ☐ Electric

Service Contract Co.: _____ Expires: _____ Phone: _____

☐ Heat Pump: Make: _____ Model No.: _____

Service Contract Co.: _____ Expires: _____ Phone: _____

☐ Central Air: Make: _____ Model No.: _____ ☐ Gas ☐ Electric

Service Contract Co.: _____ Expires: _____ Phone: _____

☐ Window/Wall Units: No. of Units: ___ Make(s) _____ Model No.: _____

☐ Hot Water Heater: Make: _____ Age: _____ Capacity: _____

☐ Gas ☐ Oil ☐ Electric

☐ Electronic Air Filter: Make: _____ Location: _____

☐ Other Filters: Make: _____ Location: _____

☐ Humidifier: Make: _____ Model No.: _____

☐ Fire Place/Woodstove: Working: ☐ Yes ☐ No Date of Last Service/Cleaning: _____

APPLIANCES: Provide all instructions/care booklets available.

Garage Door Opener: ☐ Yes ☐ No No.: _____(Remote Controls)

Refrigerator: Make: _____ Model No.: _____

Age: _____ Color: _____

Service Contract Co.: _____ Expires: _____ Phone: _____

Stove: Make: _____ Model No.: _____

☐ Gas ☐ Electric Age: _____ Color: _____

Service Contract Co.: _____ Expires: _____ Phone: _____

Disposal: Make: _____ Age: _____ Size: _____

Dishwasher: Make: _____ Model No.: _____ ☐ Portable ☐ Built-in

Age: _____ Color: _____

Service Contract Co.: _____ Expires: _____ Phone: _____

Exhaust Fan/Hood: Age: _____ Externally Vented ☐ Yes ☐ No

Washer: Make: _____ Model No.: _____

Age: _____ Color: _____

Service Contract Co.: _____ Expires: _____ Phone: _____

Dryer: Make: _____ Model No.: _____

Age: _____ Color: _____

Service Contract Co.: _____ Expires: _____ Phone: _____

Microwave: Make: _____ Model No.: _____

Age: _____ Color: _____ ☐ Counter ☐ Built-in

Service Contract Co.: _____ Expires: _____ Phone: _____

Should any of the above appliances need to be replaced, what color or make would be acceptable?

_____

ADDITIONAL INFORMATION: Please furnish pertinent information below._____

COPYRIGHT©2026 by the VIRGINIA REALTORS®.

VIRGINIA REALTORS®
RESIDENTIAL PROPERTY MANAGER AUTHORIZATION

(For use in properties located in a homeowners', condominium, property owners' or similar association)

_____("Owner") designates _____("Agent"), as the Owner's authorized representative with respect to any lease for

_____

(property address) pursuant to Virginia Code Section 55.1-1973 and/or Section 55.1-1806.

Owner ☐ does OR ☐ does not wish to have all association correspondence directed to Agent at address below.

Owner ☐ does OR ☐ does not authorize association to discuss with Agent financial and compliance matters related to the property.

Owner ☐ does OR ☐ does not authorize Agent to update Owner's or Agent's contact information .

Other authorizations:

This authorization does not allow Agent to exercise a vote on behalf of Owner as a proxy in any association meetings.

Agent is an individual licensed under the provisions of § 54.1-2106.1 of the Code of Virginia.

Agent's contact information:

Address: _____

Telephone Number: _____

Email Address: _____

Real Estate License Number: _____

OWNER

_____	_____/_____	_____	_____/_____
Name	Date	Name	Date
_____	_____/_____	_____	_____/_____
Name	Date	Name	Date

AGENT

_____	_____/_____
Name	Date