

**2019**  
**New and Revised CVR MLS Forms**  
**Reference Guide**

October 1, 2019

The CVR MLS Board of Directors has approved four new forms and revisions to four existing CVR MLS forms. Please note the CVR MLS First Right of Refusal has been replaced with a new form. Also, the Limited Service and Independent Contractor versions of the Listing Agreement and Buyer Brokerage Agreement have been conformed to reflect the changes to the Standard Agency versions of these forms. This reference guide provides a detailed outline of the significant form revisions and an overview of the new and revised forms.

1. Residential Purchase Agreement -Revised
2. Purchase Agreement for Unimproved Property – Revised
3. Addendum for Repairs and Credit to Purchaser – Revised
4. Exclusive Right to Represent Buyer Agreement – Standard Agency- Revised
5. First Right of Refusal Addendum - New
6. Seller’s Notice to Purchaser Secondary Contract – New
7. Purchaser’s Notice to Seller Regarding First Right of Refusal - New
8. Brokerage Referral Agreement – New

## **1. CVR MLS Residential Purchase Agreement**

### **Paragraph 2. PERSONAL PROPERTY INCLUDED**

The term “built-in” has been removed. This was done to eliminate confusion as to whether or not the range, oven or dishwasher, if any, will or will not convey with the property.

**\*2. PERSONAL PROPERTY INCLUDED:** Included with the sale of the above real estate (if located within said Property at the time of signing this Agreement, unless otherwise noted) are the shades, plantation shutters, blinds, curtain and drapery rods, screens and screen doors, storm windows and doors, light fixtures, wall to wall carpeting, garbage disposal, ~~built-in range~~, ~~built-in oven~~, ~~built-in dishwasher~~, laundry tubs, attic fan, smoke and heat detectors, awnings, electrical wiring connections for appliances, ceiling fan(s), garage door opener(s) and remotes, mailbox and post, outbuildings and sheds, gas logs, fireplace inserts and all other items attached to the real estate and being a part thereof, including all shrubbery and plantings on the Property. Also included are the following items:

\_\_\_\_\_

### **Paragraph 16. PROPERTY INSPECTION**

A clarifying sentence concerning the life expectancy of a system or component was added to the definition of “defects”.

The term, “Inspection Deadline” was inserted for clarification purposes.

This section now contains an optional paragraph that if selected and agreed to by the seller, grants the Purchaser the right to terminate the Purchase Agreement if they are dissatisfied with the result of the home inspection.

NOTE: This optional paragraph is only applicable **IF** the Purchaser indicates that election by

checking the appropriate box in the optional paragraph. If no option is checked, then the paragraph is not applicable.

If the optional paragraph has been made part of the Purchase Agreement, the Purchaser, may still submit a repair request, copy of the inspection report and costs to cure but by doing so they waive their right to terminate the Agreement during the negotiation period.

**\*16. PROPERTY INSPECTION [select one]:**

Purchaser waives a property inspection of the Property.

**OR**

Seller hereby grants to Purchaser the right to have the Property inspected by a licensed home inspector or other person(s) selected by Purchaser at Purchaser's expense and to request repair of defects revealed and/or a Seller paid closing cost credit to Purchaser (**Purchaser's requested repairs and Seller paid closing cost credit shall be collectively referred to herein as the "Repair Request"**). Inspections may include, but are not limited to, all structural and building components and systems, radon gas, underground storage tanks, soil condition, environmental testing and engineering studies. The term "**defects**" as used in this paragraph 16 shall mean **(i) a condition which impairs the normal stability, safety or use of any improvements (buildings) on the Property, or (ii) damage to any part of the improvements, but shall exclude any cosmetic flaws, antiquated systems or grandfathered components that are in working order but would not comply with current building code if constructed or installed today. If a system or component is near, at or beyond its projected life expectancy but is properly functioning, then such system or component will not be deemed a defect as defined herein.**

Purchaser shall provide Seller with all inspection reports, cost of repairs and Purchaser's written Repair Request no later than **[select one]:**  \_\_\_ days after the Date of Ratification **OR**  \_\_\_\_\_ (a.m./p.m.) on \_\_\_\_\_, 20\_\_\_\_ (**the "Inspection Deadline"**). ~~If no box is checked, the parties agree that Purchaser Inspection Deadline shall provide Seller with all inspection reports, cost of repairs and a written Repair Request no later than~~ be ten (10) days after the Date of Ratification. In the Repair Request, Purchaser reserves the right to request certain repairs be performed by a contractor currently licensed by the Virginia Board of Contractors, **but shall not request Seller to perform any inspections of the Property.** If Purchaser does not submit to Seller all inspection reports, cost of repairs and the Repair Request by ~~said date~~ the Inspection Deadline, then Purchaser waives the right to request repairs and/or a Seller paid closing cost credit, agrees that the present condition of the Property is satisfactory, and will proceed to settlement in accordance with the Purchase Agreement. Seller shall respond in writing to Purchaser's Repair Request within seven (7) days of its receipt (the "Negotiation Period"). If Seller agrees in writing to accept such Repair Request, then the parties shall proceed to settlement. If Seller does not respond in writing within the Negotiation Period, then Seller shall be deemed to have rejected Purchaser's Repair Request.

If Purchaser's Repair Request is not accepted by Seller, then the parties may continue to negotiate the terms of the Repair Request during the Negotiation Period. Once a party rejects an offer or presents a counteroffer to the other party, then all prior offers and counteroffers made by either party regarding the Repair Request shall be deemed rejected so that only one Repair Request offer or counteroffer at a time shall be considered. Seller may not require Purchaser to accept a Seller paid closing cost credit to Purchaser in lieu of repairs requested by Purchaser. Further, no party may unilaterally terminate this Agreement during the Negotiation Period, except pursuant to the optional paragraph below.

If, by 5:00 p.m. on the seventh (7<sup>th</sup>) day of the Negotiation Period, no final agreement is reached as to the Repair Request, then Purchaser shall have until 5:00 p.m. on the second (2<sup>nd</sup>) day after the

end of the Negotiation Period to either: (i) terminate this Agreement by written notice to Seller, or (ii) accept in writing Seller's last offer regarding the Repair Request and proceed to settlement. If Purchaser terminates this Agreement or fails to notify Seller of its election within the said two (2) day period, then this Agreement shall terminate, and subject to the provisions of Paragraph 8, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

All repairs pursuant to Paragraph 16 shall be made in a workmanlike manner prior to settlement or such other time as agreed to by the parties. Unless otherwise agreed to by the parties, Seller shall provide Purchaser with paid receipts for all repairs prior to settlement or if repairs are to be paid from Seller's proceeds, Seller shall provide written invoices to Purchaser and the settlement agent directing disbursement of Seller's proceeds for payment of said invoices.

OPTIONAL PARAGRAPH: This paragraph [select one]:  is OR  is not applicable. If no box is checked, then this paragraph is not applicable. If this paragraph is applicable and Purchaser is dissatisfied with their inspection results of the Property, then in lieu of submitting a Repair Request to Seller, Purchaser may instead terminate this Agreement by written notice to Seller prior to the Inspection Deadline; provided however, if Purchaser submits a Repair Request to Seller, then Purchaser waives their right to terminate this Agreement pursuant to this paragraph, and agrees to proceed with the negotiation of the Repair Request as set forth above. If Purchaser terminates this Agreement in accordance with this paragraph, then subject to the provisions of Paragraph 8, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

Seller shall have all utilities supplied to all systems prior to the inspection. If Seller fails to have all utilities supplied to all systems prior to Purchaser's inspection, then the expiration of the inspection period set forth above shall be extended until ten (10) days following the date that Purchaser is notified by Seller that all utilities have been supplied to all systems. Purchaser and Seller, their heirs and assigns, hereby jointly and severally release and forever discharge the Listing and Selling Brokers and their real estate licensees in this transaction, from any and all liabilities, obligations, causes or action, claims and demands whatsoever arising out of or in any way connected with any or all work performed, materials furnished or inspections performed in connection with the captioned Property by contractors, suppliers or inspectors hired by them on behalf of the parties to this Agreement. Purchaser and Seller acknowledge that the provisions of this Paragraph 16 are in addition to treatments or repairs made pursuant to Paragraphs 15, 24E, 24F and 24G.

## **Paragraph 24B. TITLE**

The time period to cure title defects has been reduced from 60 day to 30 days.

**24B. TITLE:** At settlement Seller shall convey the Property to Purchaser by a general warranty deed containing English covenants of title, free of all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for residential purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under Paragraph 4, the access to a public road must be acceptable to the lender. If the examination reveals a title defect that can be remedied by legal action or otherwise within a reasonable time, Seller, at his/her expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within ~~sixty (60)~~thirty (30) days after Seller receives notice of the defect, then either party may terminate this Agreement at the expiration of such ~~sixty (60)~~thirty

(30) day period by written notice to the other party. Upon termination of this Agreement, and subject to the provisions of Paragraph 8, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. The parties agree that the settlement date prescribed in Paragraph 9 shall be extended if necessary to enable Seller to cure any title defect, but not for more than ~~sixty (60)~~thirty (30) days, time being of the essence.

#### Paragraph 24.F WELL, SEPTIC OR MUNICIPAL SYSTEMS

If it is determined prior to settlement that the property is not served by the water and/or septic system indicated in the purchase agreement the Purchaser shall provide written documentation to that effect. Within five days of receipt of such documentation the Purchaser may negotiate terms for the connection of such(s) systems with the Seller or terminate the Agreement. If the Purchaser does not terminate the Agreement within the five day period, the Purchasers right to terminate is waived.

**\*24F. WELL, SEPTIC OR MUNICIPAL SYSTEMS:** The Property is served by **[select one]:**  a well **OR**  municipal water system. The Property is served by **[select one]:**  a septic system **OR**  municipal sewage system. If one or more municipal systems is selected and it is determined prior to settlement by the municipality or a Virginia licensed contractor that the Property is not served by such system(s), then Purchaser shall provide the written determination to Seller. ~~Purchaser may then~~The parties may negotiate the connection of such system(s) upon mutually agreeable terms or within five (5) days following receipt of such determination. Purchaser may terminate this Agreement by written notice to Seller, and subject to the provisions of Paragraph 8, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. If Purchaser does not terminate this Agreement within the said five (5) day period, then Purchaser's right to terminate this Agreement under this paragraph is waived. Nothing herein shall be construed to limit Purchaser's remedies if no determination is made prior to settlement.

If the Property is served by a well and/or septic system, Seller agrees to furnish Purchaser with certificate dated not more than thirty (30) days prior to settlement from a Virginia Department of General Services certified laboratory indicating that the well water is free from contamination by coliform bacteria and that there is no evidence of malfunction of the septic system. If Purchaser obtains a VA loan, the well water shall also be tested by Seller and certified as being free from lead contamination. Inspection of the septic system shall include **[check all applicable boxes]:**

- visual inspection of drainfield surface with rod probing
- pump contents and visual inspection of distribution box and all tanks
- other (describe): \_\_\_\_\_
- inspection per manufacturer's guidelines of alternative septic system.

If well water contamination and/or septic system malfunctions are found, Seller shall repair all malfunctions and correct the well contamination at Seller's expense. Subject to the limitation set forth in Paragraph H below, if Seller fails to comply with any provision of this paragraph, then Purchaser may: (i) utilize the remedies set forth in Paragraph 17; (ii) accept the Property in its current condition; or (iii) terminate this Agreement by written notice to Seller, and subject to the provisions of Paragraph 8, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

## 2. CVRMLS Purchase Agreement for Unimproved Property

### Paragraph 9. STUDY PERIOD

The terms of the study period have been streamlined to allow for due diligence by the Purchaser without the necessity to perform specific engineering or feasibility studies by professionals.

**\*9. STUDY PERIOD:** Purchaser shall have \_\_\_\_\_ days from the Date of Ratification to determine, ~~through engineering and feasibility studies,~~ whether Purchaser's use or plan of development for the Property is practical. ~~Purchaser shall contract for such studies within ten days (10) from the Date of Ratification and deliver to Seller and Listing Broker copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent simultaneously to Seller or Listing Broker, and to Purchaser.~~ If, prior to the expiration of the study period, Purchaser determines that Purchaser's proposed use or plan of development for the Property is not practical, then Purchaser may terminate this Agreement by written notice to Seller and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder, except as provided herein. Time shall be of the essence for this Paragraph.

## 3. Request for Repairs and/or Closing Cost Credit to Purchaser Addendum

### Paragraph 1. Requested Repairs

The definition of defects as contained in paragraph 16 of the Purchase Agreement has been added to the Repair Addendum.

1. **Requested Repairs.** Pursuant to Paragraph 16 of the Agreement **[select one]:**

- Purchaser waives their right to request any repairs to the Property.

**OR**

- Purchaser hereby requests and Seller agrees, at Seller's expense, to make the following repairs of defects revealed during the Property inspection. The term "defect" means (i) a condition which impairs the normal stability, safety or use of any improvements (buildings) on the Property, or (ii) damage to any part of the improvements, but shall exclude any cosmetic flaws, antiquated systems or grandfathered components that are in working order but would not comply with current building code if constructed or installed today. If a system or component is near, at or beyond its projected life expectancy but is properly functioning, then such system or component will not be deemed a defect as defined herein.

All repairs performed by Seller or Seller's contractor(s) shall be completed prior to settlement and in accordance with the provisions of Paragraph 16 of the Agreement, unless otherwise agreed in writing by the parties. Pursuant to Paragraph 16 of the Agreement, Purchaser shall not request Seller to perform any inspections of the Property. **Except as listed below, Purchaser waives their right to request any further repairs of the Property pursuant to Paragraph 16 of the Agreement.** List below all repairs of defects ~~(as such term is defined in Paragraph 16 of the Agreement)~~ requested by Purchaser and cost of repairs pursuant to the inspection report(s) provided to Seller:.

## 4. Exclusive Right to Represent Buyer Agreement

### Paragraph 5. Compensation

The compensation language in the Buyer Brokerage Agreement has been revised to clarify:

- a. the amount of compensation owed to the firm representing the Buyer.

- b. That any amount received from the listing firm or the seller shall be credited towards the amount owed by the Buyer.
- c. Whether or not additional compensation would be expected from the Buyer if the amount received from the listing firm or seller does not cover the stated minimum fee owed to the firm representing the Buyer.

**5. Compensation.** For ~~the~~their services rendered ~~by Broker~~, Broker shall be paid the following compensation (the "Fee") [select ~~one box~~ Option A or B below:]:  ~~Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer. OR~~

**Option A** Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer, but the minimum Fee paid to Broker shall not be less than [select one box]:

\_\_\_\_\_% of the gross purchase price of such property After crediting any compensation received by Broker from the listing firm or seller, Buyer shall pay the balance of the Fee due to Broker.

**OR**

other (describe) \_\_\_\_\_ . After crediting any compensation received by Broker from the listing firm or seller, Buyer shall pay the balance of the Fee due to Broker.

**Option B** Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer. No Fee shall be paid by Buyer except if Buyer defaults under this Agreement.

[Select if applicable]:  Buyer shall ~~also~~ pay to Broker at the time the Fee is due an additional sum of \$ \_\_\_\_\_ for the following service(s) (describe): \_\_\_\_\_

## 5. CVRMLS Addendum to Purchase Agreement Right of First Refusal

CVR form #105 has been replaced. Agents should discontinue use of versions of this form dated prior to 9/19. The new form clarifies the terms upon which the first right may be removed by the buyer. The Buyer may remove a first right by providing the following documentation.

(a) written verification from Purchaser's lender stating such lender has verified Purchaser's income, assets and credit report and that Purchaser is pre-approved for a loan to purchase the Property without the requirement for Purchaser to sell Purchaser's Property; OR

(b) written verification from a third-party in possession of Purchaser's funds that Purchaser has sufficient funds on deposit for a cash closing; OR

(c) a fully executed real estate contract for the sale of Purchaser's Property, along with written verification from a third-party that the buyer of Purchaser's Property has sufficient funds on deposit to purchase Purchaser's Property, or from a lender stating such lender has verified the buyer's income, assets and credit report and such buyer has been pre-approved for a loan to purchase the Purchaser's Property and neither the real estate contract nor the loan approval is conditioned upon the sale of any real property.

## **6. Seller's Notice to Purchaser Secondary Contract**

This new form aids in the use of the First Right Addendum by facilitating the delivery of notice from the Seller to the Purchaser stating that the Seller has accepted a written offer from a third party. Only the Seller is required to sign this notice.

## **7. Purchaser's Notice to Seller Regarding First Right of Refusal**

This new form also aids in the use of the First Right Addendum by facilitating the delivery of notice from the Purchaser to the Seller stating that the Purchaser is either removing the first right contingency or terminating the Purchase Agreement. Only the Purchaser is required to sign this notice.

## **8. Brokerage Referral Agreement**

This new form is intended to document the referral of a customer from one firm to another, the agreed upon referral fee and when such fee shall be paid.

**Central Virginia Regional MLS**  
**Addendum to Purchase Agreement**  
**Right of First Refusal**

This Addendum is attached to and made a part of the Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Purchase Agreement") between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller"), for the sale of the certain real property and all improvements thereon located in the City/County of \_\_\_\_\_, Virginia, and described in the Agreement as \_\_\_\_\_ (the "Property"), and provides as follows:

1. **Right of First Refusal.** The Purchase Agreement is hereby made contingent upon the sale and settlement of Purchaser's property (the "Contingency") located at \_\_\_\_\_ ("Purchaser's Property"). If Purchaser's Property is not currently listed for sale with a licensed real estate broker, then Purchaser shall list Purchaser's Property for sale within \_\_\_\_ days after the execution of this Addendum with a licensed real estate broker and shall remain listed until termination of this Addendum. Seller reserves the right to continue to market the Property and to receive offers to purchase the Property until this Contingency is removed.

If, during the pendency of this Contingency, Seller accepts another offer to purchase the Property (i.e. a back-up contract), then Seller shall provide Purchaser written notice of such acceptance, and Purchaser shall, within \_\_\_\_\_ hours from receipt of such written notice from Seller (the "Response Deadline") either:

- (a) **Remove** the Contingency in accordance with Paragraph 2 of this Addendum;
- OR**
- (b) **Terminate** the Purchase Agreement by written notice to Seller in accordance with Paragraph 3 of this Addendum.

2. **Removal of Right of First Refusal.** To remove the Contingency, Purchaser shall provide Seller prior to the Response Deadline written notice of such removal and attach to such notice the following documentation:

- (a) written verification from Purchaser's lender stating such lender has verified Purchaser's income, assets and credit report and that Purchaser is pre-approved for a loan to purchase the Property without the requirement for Purchaser to sell Purchaser's Property; **OR**
- (b) written verification from a third-party in possession of Purchaser's funds that Purchaser has sufficient funds on deposit for a cash closing; **OR**
- (c) a fully executed real estate contract for the sale of Purchaser's Property, along with written verification from a third-party that the buyer of Purchaser's Property has sufficient funds on deposit to purchase Purchaser's Property, or from a lender stating such lender has verified the buyer's income, assets and credit report and such buyer has been pre-approved for a loan to purchase the Purchaser's Property and neither the real estate contract nor the loan approval is conditioned upon the sale of any real property.

Purchaser may also remove the Contingency at any time prior to Seller receiving another offer to purchase the Property if Purchaser provides to Seller written notice of such removal and provides the documentation required in Paragraph 2 of this Addendum.

3. **Termination:** Time is of the essence in this Addendum. If: (a) written notice of the removal of the Contingency is not received by Seller prior to the Response Deadline; (b) Purchaser does not list Purchaser's Property for sale by the timeframe stated or Purchaser terminates the Purchase Agreement in accordance with Paragraph 1 of this Addendum; (c) Purchaser is unable or unwilling to satisfy the requirements set forth in Paragraph 2 of this Addendum prior to the Response Deadline; or (d) the Contingency is not satisfied by **[insert date]**



\_\_\_\_\_, 20\_\_\_, then the Purchase Agreement shall terminate, and subject to the provisions of Paragraph 8 of the Purchase Agreement, Purchaser's deposit shall be refunded in full, and neither party shall have any further obligation thereunder.

4. **Subject to Settlement of Purchaser's Property:** If Purchaser removes the Contingency pursuant to Paragraph 2(c) of this Addendum, then the Purchase Agreement shall be made contingent upon settlement of Purchaser's Property.

5. **Time Periods.** The time periods set forth in the Purchase Agreement are hereby confirmed and/or amended as follows:

a. Property Inspection. Purchaser shall perform Purchaser's obligations pursuant to Paragraph 16 of the Purchase Agreement [**select one**]:  as specified in the Purchase Agreement **OR**  within \_\_\_\_ days from the date that Purchaser removes the Contingency.

b. Financing and Appraisal. Purchaser shall make written loan application within the time period set forth in the Purchase Agreement. The time period for Purchaser to order the appraisal of the Property pursuant to Paragraph 5 of the Purchase Agreement shall be [**select one**]:  as specified in the Purchase Agreement **OR**  within \_\_\_\_ days from the date that Purchaser removes the Contingency.

c. Settlement. Settlement shall occur [**select one**]:  as specified in the Purchase Agreement **OR**  within \_\_\_\_ days from the date that Purchaser removes the Contingency.

6. **Other Contingencies:** If the Purchase Agreement is conditioned upon other contingencies that are not waived herein, Purchaser agrees to diligently pursue their obligations under such contingencies within the time period set forth in such contingencies.

7. **Notice:** For purposes of this Addendum, if there is more than one Seller or Purchaser, written notice given to any one Seller or Purchaser will be deemed notice to all Sellers or Purchasers. Written notice to a party's real estate agent or broker shall be deemed notice to the party represented by such agent or broker.

8. **Other terms:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WITNESS the following authorized signatures:

_____ Purchaser	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Seller	_____ Date

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**CENTRAL VIRGINIA REGIONAL MLS  
SELLER'S NOTICE TO PURCHASER  
SECONDARY CONTRACT**

(Use this form only in conjunction with CVR Form 105 Right of First Refusal Addendum)

This Notice to Purchaser (the "Notice") is given in accordance with the terms and conditions of the Right of First Refusal Addendum attached to the Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Purchase Agreement") between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller"), for the sale of the certain real property and all improvements thereon located in the City/County of \_\_\_\_\_, Virginia, and described in the Agreement as \_\_\_\_\_ (the "Property"), and provides as follows:

- Notice.** Seller hereby notifies Purchaser that Seller has accepted a written offer to purchase the Property from a third party and that Purchaser must either remove the Right of First Refusal Contingency by the Response Deadline set forth in the Right of First Refusal Addendum or terminate the Purchase Agreement.
- Signatures.** Only Seller is required to sign this Notice.

WITNESS the following authorized signatures:

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Seller Date

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### CENTRAL VIRGINIA REGIONAL MLS PURCHASER'S NOTICE TO SELLER REGARDING RIGHT OF FIRST REFUSAL



(Use this form only in conjunction with CVR MLS Form 105 Right of First Refusal Addendum)

This Notice to Seller (the "Notice") is given in accordance with the terms and conditions of the Right of First Refusal Addendum attached to the Purchase Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Purchase Agreement") between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller"), for the sale of the certain real property and all improvements thereon located in the City/County of \_\_\_\_\_, Virginia, and described in the Agreement as \_\_\_\_\_ (the "Property"), and provides as follows:

Purchaser hereby notifies Seller as follows **[select Option A or B below]**:

- Option A.** Purchaser hereby **removes** the right of first refusal contingency contained in the ROFR Addendum and settlement shall occur pursuant to the terms of the ROFR Addendum. Pursuant to the ROFR Addendum, Purchaser attaches the following documentation to this Notice **[select one box below]**:
  - Written verification from Purchaser's lender stating such lender has verified Purchaser's income, assets and credit report and that Purchaser is pre-approved for a loan to purchase the Property without the requirement for Purchaser to sell Purchaser's Property (as defined in the ROFR Addendum); **OR**
  - Written verification from a third-party in possession of Purchaser's funds that Purchaser has sufficient funds on deposit for a cash closing; **OR**
  - A fully executed real estate contract for the sale of Purchaser's Property, along with written verification from a third-party that the buyer of Purchaser's Property has sufficient funds on deposit to purchase Purchaser's Property, or from a lender stating such lender has verified the buyer's income, assets and credit report and such buyer has been pre-approved for a loan to purchase the Purchaser's Property and neither the real estate contract nor the loan approval is conditioned upon the sale of any real property.

- Option B.** Purchaser hereby **terminates** the Purchase Agreement. The entire deposit made by Purchaser shall be disbursed according to the terms of the ROFR Addendum.

WITNESS the following authorized signatures:

\_\_\_\_\_ Purchaser Date

\_\_\_\_\_ Purchaser Date

\_\_\_\_\_ Purchaser Date

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Central Virginia Regional MLS
Brokerage Referral Agreement



REFERRAL DATE \_\_\_\_\_

EXPIRATION DATE \_\_\_\_\_

Referring Brokerage Information:

Referring Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

Referring Broker Name \_\_\_\_\_ Phone \_\_\_\_\_

Brokerage Name \_\_\_\_\_ E-MAIL \_\_\_\_\_

Brokerage Address \_\_\_\_\_

Brokerage Federal EIN (taxpayer number) \_\_\_\_\_

Receiving Brokerage Information:

Receiving Agent Name \_\_\_\_\_ Phone \_\_\_\_\_

Receiving Broker Name \_\_\_\_\_ Phone \_\_\_\_\_

Brokerage Name \_\_\_\_\_ E-MAIL \_\_\_\_\_

Brokerage Address \_\_\_\_\_

Customer Information:

[Select one:] [ ] Buyer [ ] Seller [ ] Tenant [ ] Landlord

Name 1 \_\_\_\_\_ Name 2 \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

Work Phone # \_\_\_\_\_ Cell Phone # \_\_\_\_\_

E-Mail Address \_\_\_\_\_ E-mail Address \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Preferred Location \_\_\_\_\_ Price Range \_\_\_\_\_

Additional Terms: \_\_\_\_\_

Referring Agent has obtained permission from customer to refer customer to Receiving Agent.

Compensation:

Receiving Brokerage agrees to pay to Referring Brokerage \_\_\_\_\_% of the referred side of the Receiving Brokerage's commission within 10 business days of settlement.

Referring Broker

By: \_\_\_\_\_
(Print name of firm above)
By (signature): \_\_\_\_\_
Print Name: \_\_\_\_\_
Date: \_\_\_\_\_

Receiving Broker

By: \_\_\_\_\_
(Print name or firm above)
By (signature): \_\_\_\_\_
Print Name: \_\_\_\_\_
Date: \_\_\_\_\_

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