



## Comparison of Virginia, Washington, DC and Maryland Real Estate Forms and Contracts

(Based on the Regional Sales Contract, the Maryland Association of REALTORS® Resale Contract and unique, jurisdictional documents for each area as published by the Greater Capital Area Association of REALTORS® and the Northern Virginia Association of REALTOR®)

| Item   | Virginia  | District of Columbia  | Maryland, Montgomery County   | Notes, Comments  |
|--------|---|---|---|--|
| Agency | Agency disclosure on VA RE Board forms is mandatory upon first substantive discussion of property. Standard Agency (Buyer and Seller agency), Designated Agency when firm is involved in other side of transaction, and Disclosed Dual Agency with full written disclosure and permission. There are VREB-mandated forms for all agency disclosures. Most brokers require that buyer representation be established in a written representation agreement. If the other party in the transaction is represented by another licensee, no disclosure to that other party required. | DC and Va. Agency laws are very similar except each jurisdiction has its own Board required forms. Agency disclosure mandatory upon first serious discussion of property or first delivery of services (Form #1002) if the agent does not represent that party. Most brokers require that buyer representation be established in a written representation agreement.. Standard Agency (Buyer and Seller agency), Designated and Disclosed Dual Agency permissible with full written disclosure and permission (Form #1000). In DC, agents must attempt to have agency disclosure signed by party the agent does not represent even if that party is represented by their own agent. | MD agency law is very different from DC and VA law. Agents must provide Board form “Understanding Whom Real Estate Agents Represent” to all parties at the first scheduled face-to-face meeting. This form must also be attached to all listing agreements and buyer agency agreements. An agent may work as a buyer’s agent without a written agency agreement under the MD Definition of “Presumed Buyer Agency” but must still give buyer a copy of the disclosure form and must enter into a written buyer agency agreement prior to writing a contract on any property. No Single Agent Dual Agency allowed but the listing agent can assist the buyer in writing a contract as a disclosed seller’s agent. A company can operate as a Dual agent with separate agents representing seller and buyer and with full disclosure. | In all jurisdictions agency disclosure must be made separately from the contract documents. The introductory paragraph to the Regional Sales Contract reiterates the agency relationship for that contract, but this is not a substitute for the separate agency disclosures and agreements.<br><br>Agency law also applies to rentals in all jurisdictions. |

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| <b>Item</b>                            | <b>Virginia</b>  | <b>District of Columbia</b>  | <b>Maryland, Montgomery County</b>   | <b>Notes, Comments</b>   |
|--|--|--|--|--|
| <b>Appraisal Clause</b>                | Virginia Jurisdictional Addendum § 3 contains the appraisal contingency for Conventional Financing.  | GCAAR Form #1332 ( Addendum of Clauses) § 9 must be utilized with the Regional contract if the contract is contingent upon an appraisal.   | If using the MAR contract, this document does not make separate reference to the appraisal and it is considered to be part of the loan approval process. However, by checking and initialing §10 of the Addendum of Clauses (#1332) the contract is specifically made Contingent on the appraisal. | The Regional Sales Contract indicates whether the contract is contingent upon an appraisal and if it is contingent, the Jurisdictional Addendum for each region must be used to detail the appraisal contingency.                                      |
| <b>“As Is” Property Condition</b>      | Clause is located in NVAR Contingencies/Clauses Addendum. Allows the parties elect the point in the transaction where “as is” becomes effective and then specifies the extent.   | Clause is paragraph 3 of the GCAAR Addendum of Clauses. It provides that the Buyer accepts the property at settlement in substantially the same condition as the property was in as of a particular date. It deletes and/or supersedes all property condition related paragraphs in the contract, avoiding the need to delete such provisions by hand. |  | Do not free-lance an “as is” clause by just writing it on the main contract.   |
| <b>Chesapeake Bay Preservation Act</b> | Many counties in Virginia have conducted surveys and designated Resource Protection Areas (RPA’s) along corridors of environmentally sensitive land or near the shorelines of streams, rivers and other waterways. RPA’s restrict building and require the establishment of a buffer. It is essential to check current governmental surveys and maps if a property is located in an RPA or has a portion designated as an RPA. |  |  | The Chesapeake Bay Preservation Act of 1988 affects properties in all metro DC jurisdictions. It is essential to check with the applicable local authorities if a property is in an environmentally sensitive area, or Resource Protection Area (RPA). |

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| Condominium – Request for Documents | By statute, the contract is contingent for 3 calendar days upon the buyer’s review of the condo resale documents (VA Jurisdictional Addendum.). If ordered, the association has 14 days to provide documents. Seller does not have to provide current package and in this case purchaser must request additional information directly from association. Delivery must be made to the buyer and acknowledged on Form #   | By statute, the contract is contingent for 3 business days upon the buyer’s review of the condo’s resale documents. Buyer may declare contract void with notice during this period. Form #1354 should be made a part of the contract. Either the seller or the listing agent orders the condo docs from the management company. Delivery of the documents can be made to the agent, buyer, or the manager of the buyer’s agent (#1324). Once delivery is made the time period for review starts.  | By statute, al condominium sales are contingent for 7 calendar days upon the buyer’s review of the condo’s resale documents. Buyer may declare contract void with notice during this period. Form #1328 should be attached to all condo sale contracts. The condo resale documents must also be accompanied by a Unit Owners Statement. Attach form #922 “Sellers Statement and Buyer’s Receipt of Documents” when delivering condo docs. Documents can be delivered to the buyer’s agent, buyer, or buyer agent’s manager (#1324). The review period starts upon delivery.   | Some association packages can be ordered or even, in some cases, obtained online at condocerts.com.<br><br>In all jurisdictions, acknowledgement of delivery of the documents does not certify that the document package is complete. |
| Condominium – Receipt of Documents  | Purchaser signs acknowledgement of receipt of documents and has 3 days from hand delivery to void contract. *Agent cannot sign acknowledgement of receipt of Docs and bind purchaser. Different time periods for mail delivery, etc. Right to void contract based on docs is absolute and according to detailed time periods. If documents not current there is a provision for request for information about material changes. Any rights terminate at settlement. | GCAAR Form # 1324 is used when delivering documents. Buyer, agent or supervisory manager may sign for receipt of documents. It is preferable that the buyer receives and signs for the documents. The time clock starts for the buyer when delivery is made regardless of who signs for receipt. In DC the buyer has three business days to review the documents and may declare the contract null and void if delivery of such notice is made within this time period. <b>Note:</b> Signing the Acknowledgement of Delivery” does not certify that the document package is complete. Actual delivery applies to the delivery of a complete set of documents. | GCAAR Form # 1324 is used when delivering documents. Buyer, agent or supervisory manager may sign for receipt of documents. It is preferable that the buyer receives and signs for the documents. The time clock starts for the buyer when delivery is made regardless of who signs for receipt. In MD the buyer has seven calendar days to review the documents and may declare the contract null and void if delivery of such notice is made within this time period. <b>Note:</b> Signing the Acknowledgement of Delivery” does not certify that the document package is complete. Actual delivery applies to the delivery of a complete set of documents. |   |

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| Cooperatives                             | No legal requirements for documents etc. Very few cooperatives in Va. Usually the condo language is amended to address coops in a contract.  | No statutory requirements exist for information packages to the buyer. GCAAR Form # 1356, the Cooperative Addendum, establishes a contingency and a three business day review period. It is crucial to determine the underlying corporate mortgage status. Check the listing information or check with the cooperative management company to determine if the buyer must assume their portion of the remaining balance.  |  | DC has more cooperatives than VA or MD. This form of ownership is relatively rare in Virginia.   |
| CRESPA – Consumer Real Estate Settlement | Virginia Act providing, among other things, consumer disclosure that they have the right to choose an attorney or settlement agent to conduct closing, right to copy of guidelines from Virginia Bar Association.  |  | Under MD code, buyers of homes have the right to select their own settlement or title company, escrow company and mortgage lender. |  |
| Delivery                                 | §1 of the Virginia Jurisdictional Addendum addresses Delivery in detail. It is specifically stated that (1) copies to the Agent or Broker do NOT constitute Delivery, (2) no party will refuse Delivery, and (3) that delivery requirements for property or condo documents are specified in those respective paragraphs of the Jurisdictional Addendum. | Technically, delivery may be made to the buyer by delivering to the buyer’s agent, the buyer, or to the managing broker of the buyer’s agent Whenever possible, all notices are delivered through the buyer’s agent. Delivery to the seller may be made to the listing agent, the seller, or the managing broker of the listing agent. Whenever possible, all notices are delivered to the listing agent.<br><br>§26, GCAAR Addendum of Clauses (#1332) defines delivery. Delivery is also defined in the DC Jurisdictional Addendum, § 9. Delivery also is defined in the Montgomery County Jurisdictional Addendum (#1312, § 4, Notices) |  |  |
| Deposit                                  | Deposit within <b>5 banking business days.</b>   | Deposit within <b>7 calendar or 5 business days</b>  | Deposit within <b>7 business days.</b>   | In all jurisdictions the parties may agree in writing in the contract that the deposit will be placed in escrow at some other time or contract benchmark e.g. “Successful removal of the home inspection contingency.” |

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| Disbursement  | Per statute, disbursement only after title bring-down and recordation. This generally occurs within 48 hours; are rare exceptions. Settlement entity disburses proceeds to seller, commission check to listing company and commission check to selling company.  | Wet Settlement Act requires funds to be at settlement. Funds are customarily disbursed at closing but this may vary at the discretion/policy of the title company or attorney. Funds into escrow must be in compliance with the DC Wet Settlement Act.   | Wet Settlement Act requires funds to be at settlement. Customarily funds are disbursed at closing but this may vary at the discretion/policy of the title company/attorney. Any funds into escrow must be in compliance with the Md. Wet Settlement Act.   |  |
| Disclosure / Disclaimer of Property Condition by Seller | Based on Virginia Residential Property Disclosure Act of 1993, amended 1994. Seller may disclose or disclaim. Most sellers disclaim because there is no liability for damages unless there is intentional fraud that the buyer could not have discovered. Virginia is a caveat emptor state. Exempt sales include estates, foreclosures, bankruptcies, sales among families, tax sales. New Homes have special requirements. | Seller MUST disclose on DC mandated form (GCAAR Form # 919) unless exempt from the disclosure law. The seller MUST disclose known latent defects. Exempt properties include court ordered transfers, transfers by a person acting in a fiduciary capacity, foreclosures, etc. Seller's disclosure should be delivered to the buyer prior to contract ratification. If the property disclosure is delivered after contract ratification, the purchaser has 5 days to void the contract. | Maryland Property Condition Disclosure/Disclaimer Act allows the seller to either "disclose" or "disclaim" using the state mandated form. The act applies only to sales, not to leasing. Most Sellers in MD disclose. If the Seller discloses #912 is used. Seller must disclose known latent defects regardless of choosing disclosure or disclaimer option. Seller disclosure or disclaimer should be delivered to the buyer prior to contract ratification. If the property disclosure is delivered after contract ratification, the purchaser has 5 days to void the contract. | In all jurisdictions, it is very important that the SELLER (s) complete the Disclosure or Disclaimer documents alone. They should never be completed by the agent.<br><br>In all states and jurisdictions, §7 of the Regional Contract warrants that "existing appliances, heating, cooling, plumbing, electrical system and equipment will be in normal working order as of the date of settlement or occupancy." |
| Equipment, Maintenance and Condition                    | Paragraph 7 of the Regional Contract controls unless the "as is" paragraph of the Jurisdictional Addendum is applicable. This paragraph states that certain components in the property will be in "normal working order" as of the date of settlement or occupancy.<br><br>If the <b>MAR Contract</b> is used, paragraph 21 warrants that certain components shall be in "working condition."                                |  |  | Windows, doors, and locks do not normally fall under the Regional Contract "systems" categories.   |

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| Fair Housing | Federal Laws (HUD) plus VA protected classes of pregnancy, childbirth or related medical conditions, age, marital status and disability. Alexandria, Arlington, Fairfax County, Falls Church and Prince William also have Ordinances that add protected classes to HUD and Virginia protected classes: additional protected classes are sexual orientation, ancestry, age. "Elderliness" is the only Virginia state-wide protected class in addition to the Federal classes. | Based on DC Human Rights Act of 1977: includes all of HUD protected classes PLUS Source of Income, Sexual Orientation, Marital Status, Age, Personal Appearance, Family Responsibility, Matriculation, Political Affiliation, and Place of Business/Residence | HUD protected classes,. Additional protected classes in Montgomery County are Source of Income, Sexual Orientation, Marital Status, Age, Ancestry, and Occupation. | HUD protected classes are Race, Color, Sex, National Origin, Religion, Handicap and Familial Status. These protected classes are universal, covered in every jurisdiction. |

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| Homestead Exemption / Low Income / First Time Buyer Programs | VHDA (state program) with income limits for buyers.   | Homestead Exemption reduces a real property's assessed value by \$60,000 prior to computing the annual tax liability. The reduction amount varies each year. Note: Once a property changes hands (Homestead to Homestead) Dc has the right to bring forward the value of the property to its full assessment and then start the cap process over again. Property tax increases are also capped at 12% per year for principal residences. Senior Citizens Deduction: Provides benefits of Homestead Exemption and reduces property taxes by 50%. Has age, income and principal residence requirements. DC Lower Income Tax Abatement: First time buyer closing cost benefits of 2.2% of sale price as well as up to 5 years exemption from payment of property taxes. Has price and income limits. | Homestead Exemption caps the annual taxable assessment increases of principal residences at 10%. First Time Owner-Occupied Homebuyer: .25% of the state transfer tax is waived. Buyer must have no prior ownership of Md. property and it must be their principal residence. |   |
| Lead Based Paint Housing                                     | Properties constructed before 1978 (permit issued) are covered by the Federal statute. Requires disclosure and acknowledgement of Information document, LBP pamphlet to purchaser, and purchaser right to inspection or to waive inspection. Applies to sale or rental. Disclosure must be made on sale or lease and before the contract or lease is signed. If the disclosure is not completed and signed, the seller's immunity from prosecution for LBP is void. Is a Federal offense if LBP disclosure is not done. |   |  | Foreclosures and HUD owned properties are exempt. |

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| Meghan's Law         | <p>Is a "note to purchaser" for information on the Virginia disclosure form and disclaimer form.</p> <p>Virginia sex offender information can be found on the web site listed below.<br/> <a href="http://sex-offender.vsp.virginia.gov/sor/">http://sex-offender.vsp.virginia.gov/sor/</a></p>             | <p>No DC required disclosure.</p> <p>DC sex offender information can be found on the web site listed below.<br/> <a href="http://www.mpdc.dc.gov">http://www.mpdc.dc.gov</a>(Class A offenders only)</p>   | <p>No MD required disclosure.</p> <p>MD sex offender information can be found on the web site listed below.<br/> <a href="http://www.dpscs.state.md.us/onlineservs/sor/">http://www.dpscs.state.md.us/onlineservs/sor/</a></p> | <p>Megan's Law which addresses sex offenders and child molesters was signed by President Clinton on May 17, 1996. It allows the States discretion to establish criteria for disclosure, but compels them to make private and personal information on registered sex offenders available to the public.</p> |
| Notice               | <p>Notices must be delivered to the appropriate party to the contract. Copies to the agent are a courtesy only and are not deemed delivery of the notice. Written acknowledgement of a notice is deemed a courtesy only but does under certain circumstances provide proof of delivery.</p>                 | <p>The GCAAR Addendum of Clauses #1332 , §26 states that notices may be delivered to the seller or buyer or their agent as named in the contract.</p>  |  | <p>Notice is a unilateral or one-way communication and must be in writing.</p>   |
| Occupancy Agreements | <p>Separate Pre- or Post-Occupancy and Limited Access (Decorator) agreements. Are referenced as attached on Jurisdictional Addendum. The actual agreement should be completed and made a part of the contract but never executed later that the actual occupancy or settlement, whichever occurs first.</p> | <p>Pre- or post-settlement occupancy agreements are referenced in § 20 &amp; 21 of the Addendum of Clauses. The actual agreement should be completed and made a part of the contract but never executed later that the actual occupancy or settlement, whichever occurs first.</p> |  | <p>Must be in writing. Is always best to execute any occupancy or decorator agreements at the time of contract writing. All occupancy and decorator agreements are adverse occupancy situations and should be avoided whenever possible.</p>   |

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| Property Owners Association / Homeowners Associations | Virginia POA Act is very similar to the condominium contingency. Some very small associations will have minimal information, but if there is a fee they must provide information detailed in the Act. Package receipt is acknowledged by purchaser. The time period for document acceptance starts with the delivery of the documents, regardless of whom they are delivered, therefore the jurisdictional addendum specifies where the documents are to be delivered. Purchaser has absolute right to terminate based on info in package. Right to receive package and to cancel terminates at settlement. | DC has a limited number of HOA's and does not have any statutory requirements regarding resale. Paragraph 7 of the Washington DC Jurisdictional Addendum discloses whether or not the property is subject to a HOA, and if so, the Home Owners Association Resale Addendum to the Regional Contract for Washington DC (#913) should be utilized.<br><br>DC does not have statutory requirements and review periods for the resale of a HOA property. The addendum sets up these parameters. | MD has statutory requirements and review periods for the resale of a HOA property. Form #1332 should be used. If the buyer does not receive the resale documents prior to 5 days before ratifying a contract, the buyer has 5 days after delivery to review and cancel the contract.  | Agents must be diligent about delivery of the documents to the buyer. In Virginia, the courts have held agents liable for sitting on the documents and not delivering them in a timely manner. |
| Septic  | Paragraph 6 of the Virginia Jurisdictional Addendum allows the Purchaser or the Seller, according to the contract agreement, to furnish a certified test results dated not more than 120 days prior to settlement. Remediation is at the seller's expense.  |   | Montgomery Co. Jurisdictional Addendum (#1312 §3) allows buyer or seller to indicate payment responsibility for testing the septic system. If there is a problem the seller is obligated to "take appropriate remedial action." No statutory requirements re septic inspection.<br><br>If the property is approved for a well and/or a septic system, the seller must supply a plat showing the locations of the well, septic and buildings to be served. | If there is a well and/or septic system, usually the lender requires copies of all test results and that wells/septic systems be functioning satisfactorily.                                   |

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| <b>Tenant Rights</b>          | Dictated by terms of lease and local, state tenant law. Virginia law is considered to be supportive of landlord rights.  | DC tenant rights laws and regulations are among the most tenant-favorable in the nation. Tenant's rights are outlined in Title 14, Sec. 101 & 106. Copies of these documents can be found on the GCAAR website and must be attached to all leases. Additionally, anytime a property occupied by a tenant is sold, the tenant has statutory rights and time periods to purchase the property, and/or the right of first refusal when the property is sold to a third party. It is advisable to start dealing with tenant rights before and certainly no later than the actual listing of a property for sale. |  |                        |
| <b>Termite Report</b>         | § 16, page 6 of the Regional Contract allows the Purchaser to elect to order and pay for the termite report or to request that the Seller obtain and pay for the report. The contract specifies that the seller treats all visible active infestations and must repair all visible structural damage in the dwelling and garages (excluding fences or shrubs not abutting the dwelling or garage.) |  | If the MAR Contract is used, the Buyer provides the termite report. The Seller treats all visible active infestation and must repair all visible damage in the residence, garage, and within 3 feet of the residence or garage, in outbuildings within 3 feet of the residence or garage, and 10 linear feet of the nearest portion of fence within 3 feet of the residence or garage. If the cost of repair and treatment exceeds 2% of the purchase price, the parties negotiate as to who will pay the excess. If no agreement is reached, the contract becomes void. |                        |
| <b>Time is of the Essence</b> | The Virginia Jurisdictional Addendum states that Time is of the Essence as to all terms of the contract.   | The Washington DC Jurisdictional Addendum adds the Time if of the Essence Language for all provisions of the Regional Sales Contract which contain time frames..   | Montgomery County Jurisdictional Addendum adds the Time if of the Essence Language for all provisions of the Regional Sales Contract. The MAR Contract already included TE language.   |                        |

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| <b>Water Connectivity</b> | Must be approved and permitted by local governmental authority if not already connected. Tax records indicate status of connectivity.  |                             | REA addendum (GCAAR Form 900, § 3) seller discloses if property is connected to public water and/or public sewer. If not, seller must disclose if the property is approved for connection and if the property is approved, the seller must supply a plat showing the locations of the well, septic and buildings to be served.   |  |
| <b>Wells</b>              | §7-A of the Virginia Jurisdictional Addendum provides for either the seller or the purchaser to furnish a well certificate dated not more than 120 days prior to settlement from an appropriate gov't authority or licensed private company. Remediation is at the Seller's expense.   | Water escrow                | Montgomery Co. Jurisdictional Addendum (#1312 §3) allows buyer or seller to indicate payment responsibility for testing the well system. If there is a problem the seller is obligated to "take appropriate remedial action." No statutory requirements re septic inspection. Water escrow. If the property is approved for a well and/or a septic system, the seller must supply a plat showing the locations of the well, septic and buildings to be served. | If there is a well and/or septic system, usually the lender requires copies of all test results and that they be functioning satisfactorily. |
| <b>Septic</b>             | § 7-B, page 2 of the Virginia Jurisdictional Addendum provides for disclosure of a private septic system of alternate sewage disposal system and gives the parties to the contract a choice as to who will order and pay for a test from a local gov't authority and/or a licensed private company. The seller indicates whether or not there is an existing maintenance contract. Remediation is at the Seller's expense. |                             | In the REA addendum the Seller discloses whether the property is connected to public water and/or public sewer. If not, the seller is to disclose if the property has been approved for connection. If the property has been approved, the seller should have and supply to the purchaser a plat showing the location of the well and septic and the buildings to be served.   |  |

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