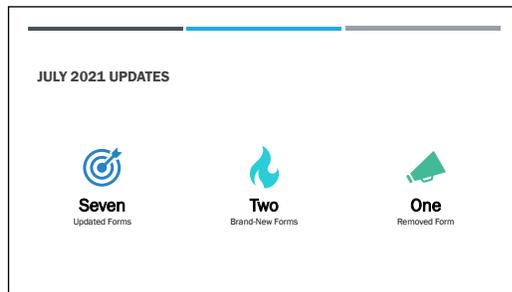


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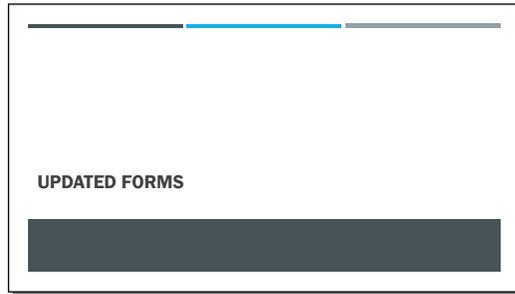
Slide 2



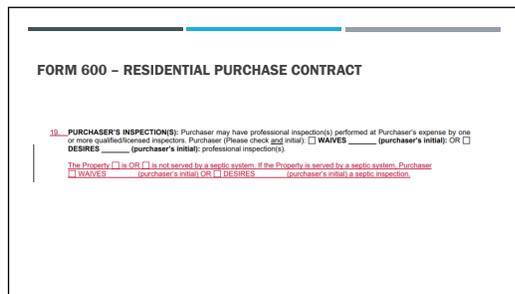
**[Instructor]:** Effective July 1, 2021, the Virginia REALTORS® Standard Forms library will change. The Standard Forms subcommittee decided to update seven forms, including some of the most-used forms like the residential lease and the residential purchase contract. The committee also created two new forms, both dealing with septic inspections for residential transactions. Finally, as a result of a law change in the 2021 General Assembly, the committee removed the SCRA Waiver from the forms library.

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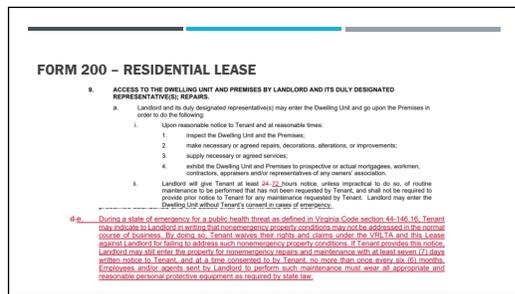


Slide 4



**[Instructor]:** The committee edited paragraph 19 of the purchase contract to provide a place for the seller to indicate whether a property is served by a septic system. The new language also allows the purchaser to indicate whether they want an inspection of the septic system. If so, the parties can use the new Septic Inspection Addendum that will be discussed later in this presentation.

Slide 5



**[Instructor]:** The next form with changes is Form 200, the residential lease. Paragraph 9(a)(ii) was edited to reflect the law change that landlords must (as of July 1) give tenants 72-hours' notice for routine maintenance, not 24 as was previously the case. The committee also added a new subparagraph to Paragraph 9. This reflects the law change as of July 1 that the Tenant may tell the landlord that they do not wish for the landlord to perform non-emergency maintenance on the property. If the landlord still wants to perform this maintenance, they must give the

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tenant at least 7 days' written notice and wear all appropriate PPE.

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FORM 200 – RESIDENTIAL LEASE

18. **MILITARY.**  
Military Status. Tenant represents Tenant (check one) IS or IS NOT a member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard. If Tenant is in the military service of the United States, the name, address and telephone number of Tenant's command is:

Name of Command: \_\_\_\_\_  
Address: \_\_\_\_\_  
Commanding Officer: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Tenant agrees to immediately notify Landlord in writing of changes to Tenant's command's mailing address or commanding officer or phone number or changes to Tenant's military status during the term of the Lease.

**[Instructor]:** Because of a change in the law regarding the SCRA waiver (which will be discussed more elsewhere in this presentation), the committee moved some information from our previous waiver form into the lease itself. The new subparagraph A under the Military section allows the tenant to state whether they are in the armed forces and, if so, to provide the name of command and contact info for the commanding officer.

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FORM 200 – RESIDENTIAL LEASE

d. Landlord reserves the right to require, as a condition of this Lease, that Tenant execute a waiver of all or part of the rights the Tenant may otherwise have under the Servicemembers Civil Relief Act.

e. If no waiver of rights under the Servicemembers Civil Relief Act is required by Landlord, in the event of a nonpayment of rent by Tenant, Landlord reserves the right to request an allotment from the pay of the servicemember tenant as permitted in the Servicemembers Civil Relief Act.

f. Tenant agrees if Tenant retires, is discharged or released from active duty with the Armed Forces of the United States or from full-time duty or technician status with the National Guard, the Lease termination date shall be no more than 60 days prior to the date of such separation. Tenant further agrees that Tenant shall have no right to terminate the Lease more than 60 days after the date of such separation.

g. Tenant acknowledges that Tenant does not, at the execution of this Lease, have orders to depart 35 miles or more (radius) from the location of the Premises.

**[Instructor]:** Because the law will no longer allow for a preemptive waiver of rights under the SCRA, Paragraph 9(d) was edited to remove language regarding a waiver. The committee also added new subparagraphs e and f to provide acknowledgements that used to be contained in the SCRA Waiver form. By signing the lease, a tenant acknowledges that the lease termination date will be not more than 60 days before and not more than 60 days after the date of separation. The tenant also acknowledges that they don't have

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pending transfer orders at the time of lease execution.

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FORM 200 – RESIDENTIAL LEASE

21. **UNLAWFUL DETAINERS; ACCEPTANCE OF RENT WITH RESERVATION.** Landlord may accept ~~full or~~ partial payment of all Rent and receive an order of possession from a court of competent jurisdiction pursuant to an unlawful detainer action filed under Section 8.01-374 et seq. of the Code of Virginia, and proceed with eviction. Such notice shall be included in a written termination notice given by Landlord to Tenant under Section 55.1-1245 or in a separate written notice given by Landlord to Tenant within five business days of receipt of Rent. Subsequent to the entry of an order of possession by a court of competent jurisdiction but prior to eviction, provided that notice of acceptance was given by Landlord in a separate written notice given by Landlord to Tenant within five business days of receipt of such payment, Landlord may accept all amounts owed to Landlord by Tenant, including full payment of any money judgment, award of attorney fees and court costs, and all subsequent Rents that may be paid prior to eviction, and proceed with eviction. Writs of possession in cases of unlawful entry and detainer are otherwise subject to Section 8.01-471 of the Code of Virginia. In cases of unlawful detainer, Tenant may pay Landlord or Landlord's attorney, or pay into court all (i) Rent due and owing through the month of the court date as set forth in the Lease, (ii) other charges and fees set forth in the Lease, (iii) late charges specified in the Lease, (iv) reasonable attorney fees as set forth in the Lease or as provided by law, and (v) costs of the proceeding as provided by law, at which time the unlawful detainer proceeding shall be dismissed. ~~If Landlord owns four or fewer rental dwelling units, or up to a 12 percent interest in five or more rental units, Tenant may invoke the rights granted in this paragraph no more than one time during any 12-month period of continuous residency in the dwelling unit, regardless of the term of the Lease or any renewal thereof.~~

**[Instructor]:** Paragraph 21 was edited to reflect the law change that for landlords who own five or more properties in Virginia, tenants can use the right of redemption an unlimited number of times during a lease term. For landlords who own four or fewer properties, the tenant is still limited to only once in any 12-month period.

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FORM 200 – RESIDENTIAL LEASE

26. **REASONABLE ATTORNEY'S FEES/COSTS OF COLLECTION.** If as a result of Tenant's noncompliance with, or a breach of this Lease or the law, Landlord or ~~Landlord~~ employs an attorney at law, regardless of whether a lawsuit is filed, Tenant agrees to pay Landlord's reasonable attorney's fees and costs in all courts of competent jurisdiction at all tribunal levels, as well as any and all costs recoverable under Virginia law.

**[Instructor]:** Finally, the lease now makes clear that if a tenant's noncompliance with the lease or the law leads to legal proceedings, the tenant is responsible for attorney fees for both the landlord and the property manager.

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FORM 250 – TENANT CHANGE AMENDMENT

 VIRGINIA REALTORS®  
**ROOMMATE-ADDENDUM/TENANT CHANGE AMENDMENT**  
(This is a legally binding contract; if not understood, seek competent advice before signing.) 

This **ADDENDUM/AMENDMENT** TO THE RESIDENTIAL LEASE is made by and between \_\_\_\_\_  
[Landlord], and \_\_\_\_\_  
[Tenant], and \_\_\_\_\_  
[Agent], dated \_\_\_\_\_ for property described as: \_\_\_\_\_ (date) (the "**Roommate  
Addendum/Tenant Change Amendment**") is made \_\_\_\_\_ (date) (the "**Roommate**

**[Instructor]:** Form 250 will change names, from the Roommate Addendum to the Tenant Change Amendment. This change is based on property managers telling the committee how they actually use the form in practice.

Slide 11

FORM 670 – NEW HOME CONTRACT

6. **CONSTRUCTION OF HOME:**

(a) **CONSTRUCTION:** Construction will begin on or about \_\_\_\_\_ and will be completed on or about \_\_\_\_\_. Purchaser is aware that delays caused by events beyond the control of Seller such as: work stoppages, municipal approvals and permits, strikes, lockouts, weather, availability of labor, materials, and craftsmen; acts of God, terrorism; everything unanticipated and unforeseen; and anything of occurrence not within the contemplation of the parties at time of ratification are not included in the calculation of time estimates. Delays caused by such events do not constitute abandonment or constitute a default on Seller's part.

(b) **SELECTION OF STANDARD MATERIALS:** The Purchase Price includes standard materials in accordance with community specifications selected by Seller for the Property including, but not limited to, standard floor coverings, standard appliances and standard cabinetry. Purchaser shall have the privilege of selecting the colors and/or materials and/or appliances to be installed from the standard selections offered by Seller unless they have already been ordered or, if already ordered, in accordance with Seller's Change Order Policy. Materials and/or appliances not detailed in the specifications ("Options") are not included in the Purchase Price and additional payment is required. Only those colors, materials and/or appliances approved by Seller (and the homeowners association for the community, if applicable) will be available for selection purposes. Should Purchaser fail to complete their selections by their completion ~~selection date~~ noted on the "New Construction Contract Cover Page", Seller will automatically increase the Purchase Price to the most current

**[Instructor]:** Form 670 was edited to remove a reference to the Cover Page, which no longer exists on the form. Form 670 also now includes the choice-of-settlement-agent language as required by law.

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FORM 1200 – SALE OF PERSONAL PROPERTY

5. The parties' obligations hereunder are expressly contingent on the occurrence of settlement under the Real Estate Contract provided; however, that a party's breach under the Real Estate Contract shall not excuse the performance of its obligations hereunder.

6. Other provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and shall be binding upon inure to the benefit of the parties to this Agreement to their respective heirs, successors, and assigns.

**[Instructor]:** This change to the sale of personal property form clarifies that if the purchase contract does not close for whatever reason, the sale of personal property agreement is no longer valid.

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**[Instructor]:** The referral agreement was edited to request a TIN from the referring brokerage, not the receiving brokerage. It also now states that the receiving brokerage might require the referring brokerage to provide a W-9. The form also now has options for expiration. It can go until the next transaction that goes under contract by a certain date or it can cover any number of transactions that might occur by a given date. The form now states that the referral fee will be paid with 10 business days of whenever the receiving broker gets payment, not when the transaction settles.

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The image shows a screenshot of the 'FORM 800 REFERRAL AGREEMENT' form. The form is titled 'FORM 800 REFERRAL AGREEMENT' and includes a 'REFERRAL DATE' and 'EXPIRATION DATE' field. It is divided into sections for 'Referring Brokerage Information' and 'Receiving Brokerage Information'. Each section contains fields for 'Agent Name', 'Broker Name', 'Brokerage Name', and 'Brokerage Address', with corresponding phone number and email fields. A 'Brokerage Tax Identification Number' field is also present. Below these sections is a 'Customer Information' section with a 'CHECK ONE' section for 'Buyer', 'Seller', 'Tenant', or 'Landlord'. A note at the bottom states: 'Receiving brokerage agrees to pay to referring brokerage \_\_\_\_\_% of the referred side of the receiving brokerage's commission within 10 business days of whenever the receiving broker gets payment.'

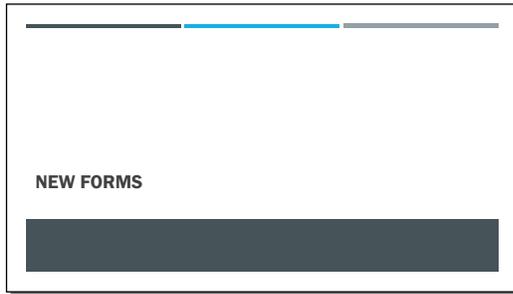
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The image shows a screenshot of the 'FORM SUM-1 - SUMMARY OF RIGHTS AND OBLIGATIONS' form. The form is titled 'FORM SUM-1 - SUMMARY OF RIGHTS AND OBLIGATIONS'. It contains a numbered list of items, with the first item stating: '1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection as defined in § 54-1-550, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in 54A-1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.'

**[Instructor]:** Finally, the SUM-1 form was updated to include language regarding a mold assessment due to a change in the law by the 2021 General Assembly.

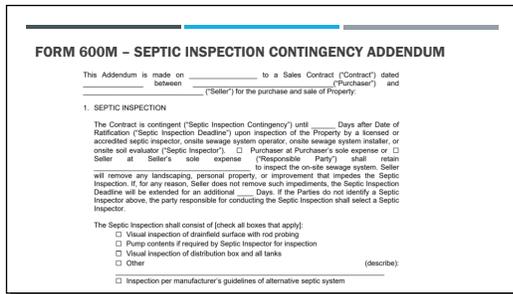
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**[Instructor]:** Both new forms deal with septic inspections. The complete forms will be available for you to view on our website at:  
<https://virginiarealtors.org/law-ethics/legal/standard-forms/>

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**[Inspector]:** In September of 2020, the Standard Forms subcommittee decided to remove the septic inspection language from the body of the contract. In response to questions and suggestions from membership, the committee this year has decided to create a new septic inspection contingency addendum and accompanying removal form. The inspection addendum allows the parties to determine what kind of inspection will be done and at whose expense. It is modeled on the Virginia REALTORS® Home Inspection Addendum and provides a negotiation period and an ability for the purchaser to terminate. The addendum also includes language that will protect the parties and the brokerages from liability should the septic system be damaged as a result of an inspection done based on this document.

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**FORM 600N – SEPTIC INSPECTION REMOVAL OF CONTINGENCY**  
**SEPTIC INSPECTION REMOVAL OF CONTINGENCY ADDENDUM TO RESIDENTIAL CONTRACT OF PURCHASE**

This Addendum is made on \_\_\_\_\_ in accordance with the Sales Contract ("Contract") dated \_\_\_\_\_ between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") for the purchase and sale of Property \_\_\_\_\_.

Contract referenced above includes a Septic Inspection Contingency.

A complete copy of the inspection report(s) is/are attached for your information and review. The specific deficiencies of the on-site seepage system that Purchaser requests Seller to remedy are listed below together with Purchaser's proposed remedies, if any. Purchaser hereby removes the Septic Inspection Contingency upon Seller's agreement to the following:

\_\_\_\_\_

\_\_\_\_\_

**[Instructor]:** The final new form is this removal addendum for the septic inspection. It allows the parties do document what deficiencies (if any) the purchaser requests seller cure before the contract can move to settlement.

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**REMOVED FORM**

\_\_\_\_\_

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**FORM 280 – SCRA WAIVER**

**VIRGINIA REALTORS®**  
**AGREEMENT REGARDING THE SERVICEMEMBERS CIVIL RELIEF ACT**

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

This Agreement relates to the Residential Lease ("Lease") dated \_\_\_\_\_ between \_\_\_\_\_ ("Landlord"), \_\_\_\_\_ ("Agent"), and \_\_\_\_\_ ("Tenant") for the property located at \_\_\_\_\_ ("Premises").

1. **Reason for Agreement.** For the purposes of the **Servicemembers Civil Relief Act ("SCRA")**, it is important for the Landlord to be advised of the military status of Tenant. Further, the SCRA permits the waiver of certain rights under the SCRA, and this Agreement contains such a waiver.

**[Instructor]:** Finally, the committee voted to remove Form 280 (the SCRA Waiver) from our library. The General Assembly passed a law this spring that made it illegal for a servicemember to waive his/her rights under the SCRA preemptively. As a result, the act of signing this form at the beginning of a lease term (as was the general practice for most landlords/PMs) is now outlawed. To protect our members, the committee decided to move some of the most important information that was in this form to the Lease itself and remove this form.

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**[Instructor]:** If you have additional questions or want to see the documents yourself, you can go to our Standard Forms website link. We will have complete redline versions of these forms posted for you to view along with an explanation of what's changed. If you have questions or suggestions for forms, you can either email us at [forms@virginiarealtors.org](mailto:forms@virginiarealtors.org) or submit a ticket through the Legal Hotline.