



## USEFUL INFORMATION ABOUT REAL ESTATE TRANSACTIONS

**REALTORS®** are real estate licensees who, as members of the National Association of REALTORS® as well as the state and local Associations of REALTORS®, have pledged to the public and to each other that they will adhere to a strict code of ethics and high standards of professionalism, integrity and competence. REALTORS® are providing you with this information in order to assist you in making informed decisions when purchasing, selling or optioning real estate.

**SERVICES.** Regardless of whom they represent, REALTORS® can provide a variety of information and assistance to all parties in a real estate transaction. For example, REALTORS® can assist customers by performing ministerial acts such as supplying information about available properties and sources of financing, describing and showing properties, assisting in preparing and submitting purchase offers or counteroffers, or providing information about settlement procedures. REALTORS® acting as standard agents are required by Virginia law and by their Code of Ethics to treat all parties honestly and not knowingly give them false information, promptly present all written offers and counteroffers, disclose any adverse material facts actually known to them concerning the physical condition of a property, and offer properties without regard to race, color, religion, sex, handicap, familial status, elderliness, sexual orientation or national origin, as well as any other classes protected by Virginia and applicable local jurisdiction.

**LEGAL REQUIREMENTS.** Virginia law requires that in order to be enforceable, all contracts for real property must be in writing. There is a recommended contract form that can be shown to you and that may be modified in any way to accommodate the needs of the parties. You have the opportunity to consult legal counsel concerning the contract as well as any other questions you may have about the various laws concerning real estate transfers that are referenced in the suggested contract form.

**FINANCING:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Purchasers have the opportunity to select the lender and to negotiate terms and conditions of the loan. Such terms may be subject to seller's approval and lender's requirements. Borrowers also will be required to obtain a lender's title insurance policy. Purchasers may wish to obtain owner's title insurance coverage and may consult an attorney concerning this choice.

**INSURANCE:** The lender may require purchasers to buy a hazard insurance policy from the insurance company of their choice, subject to the lender's approval. Purchaser should be aware that many factors affect the availability and cost of hazard insurance on the premises. Depending on the insurance company, these factors may include past insurance claims filed on the premises, past insurance claims filed by purchaser, and purchaser's credit history. In addition, flood insurance may be required on the property. Purchaser should contact an insurance agent at the earliest opportunity to arrange for hazard insurance and, if necessary, flood insurance on the property.

**MASTER PLANS.** Prior to execution of a contract, purchasers may review the applicable Master Plan for the appropriate jurisdiction, including maps showing planned land use and proposed or actual parks, roads, or other facilities. These can be found at the planning offices of various jurisdictions and at some local libraries.

**PROPERTY CONDITION AND ENVIRONMENTAL MATTERS.** Various inspection services and home warranty insurance programs are available, and purchasers have the option to include in their offer to purchase a contingency that allows them to employ one or more experts of their choice at their expense to inspect the property and provide them with an analysis of its condition. Purchasers normally may also conduct a pre-settlement or pre-occupancy "walk-through" inspection of the property, but this inspection may be limited by the terms of the contract. REALTORS® do not have the expertise to advise concerning various conditions including but not limited to: major systems or structures; soil conditions; flood hazard areas; mold or air quality; possible restrictions on the use of the property due to restrictive covenants, zoning, subdivision or environmental laws, easements or other documents; airport or aircraft noise; planned land uses, roads or highways; including but not limited to construction materials and/or hazardous materials such as flame retardant treated plywood (FRT), radon, urea formaldehyde insulation (UFFI), polybutylene pipes, asbestos, synthetic stucco/EIFS, underground storage tanks, defective drywall or lead-based paint. Information about these issues may be obtained from appropriate governmental agencies such as the United States Environmental Protection Agency (EPA), the Virginia Department of Health, or local planning offices or health departments.

**HOME ENERGY EFFICIENCY INFORMATION.** Purchasers may wish to consider the energy efficiency of any new or existing home prior to the conclusion of the sale. Hiring an energy audit professional certified by the Residential Energy Services Network ([www.RESNET.us](http://www.RESNET.us)) or the Building Performance Institute ([www.BPI.org](http://www.BPI.org)) to perform an energy audit can be an invaluable step toward helping prospective purchasers understand the energy efficiency level of the home they are considering buying. Energy and water consumption patterns in the home can also add to understanding the efficiency levels of home systems, although personal behaviors must also be considered when evaluating this data.

**RESPONSIBILITY.** Each party to a real estate transaction should carefully read all documents to be sure that the terms accurately express the understanding of the parties as to their intentions and the agreements they have reached. REALTORS® can counsel on real estate matters, but if legal or tax advice is desired, you should consult an attorney or a financial professional. If you have any questions about the roles and responsibilities of REALTORS® or about any other material presented here, please do not hesitate to ask for more information. You should also exercise whatever due diligence you deem necessary with respect to information on any sexual offenders registered under Chapter 23 (§19.2 - 387 et. seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange at <http://sex-offender.vsp.virginia.gov/sor/>

**TYPES OF REAL ESTATE REPRESENTATION.** In an individual real estate transaction, if a brokerage firm ("Broker") has a contractual obligation to represent a buyer or a seller ("Client"), then the Broker shall promote the interest of the Client by exercising ordinary care and by:

- (a) performing the terms of their contractual agreement;
- (b) conducting marketing activities on behalf of the Client as provided in their brokerage agreement;
- (c) assisting the Client in drafting and negotiating offers and counteroffers, amendments, addenda, and in establishing strategies to accomplish the Client's goals;
- (d) obtaining a transaction at a price and terms acceptable to the Client;
- (e) presenting in a timely manner all written offer or counteroffers to and from the Client;
- (f) disclosing to the Client all material facts related to the property or concerning the transaction of which they have actual knowledge;

(g) accounting for, in a timely manner, all money and property received in which the Client has or may have an interest.

Unless otherwise provided by law or the Client consents in writing to the release of information, the Broker shall maintain the confidentiality of all personal and financial information and other matters identified as confidential by the Client, if that information is received from the Client during the brokerage relationship.

In satisfying these duties, the Broker shall exercise ordinary care, comply with all applicable laws and regulations, treat all prospective buyers and sellers honestly and not knowingly give false information, and the Broker representing a buyer shall disclose whether or not the buyer's intent is to occupy the property as a principal residence. In addition, the Broker may show the same property to different buyer clients, represent sellers as well as buyers, or provide assistance to a seller or a buyer who is not a client by performing ministerial acts that are not inconsistent with the Broker's duties to the Client.

Seller representation occurs when sellers contract to use the services of their own Broker (known as a seller representative) to act on their behalf. Sellers may engage a Broker who provides standard services (§54.1-2131) or limited services (§54.1-2138.1). Your REALTOR® can provide you with more information about those options.

Buyer representation occurs when buyers contract to use the services of their own Broker (known as a buyer representative) to act on their behalf. Purchasers may engage a Broker who provides standard services (§54.1-2132) or limited services (§54.1-2138.1). Your REALTOR® can provide you with more information about those options.

Dual representation occurs when a buyer and seller in one transaction are represented by the same Broker and the same sales Associate. When the parties agree to dual representation, the ability of the Broker and the Sales Associate to represent either party fully and exclusively is limited. The confidentiality of all information of all clients shall be maintained as above.

Designated representation occurs when a buyer and seller in one transaction are represented by different Sales Associates affiliated with the same Broker. Each of these Sales Associates, known as a Designated Representative, represents fully the interests of a different client in the same transaction. Designated Representatives are not dual representatives if each represents only the buyer or only the seller in a specific real estate transaction. Except for disclosure of confidential information to the Broker, each Designated Representative is bound by the confidentiality requirements as above. The Broker remains a dual representative.

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

\_\_\_\_\_/\_\_\_\_\_  
Date Signature

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## DISCLOSURE OF BROKERAGE RELATIONSHIP FOR UNREPRESENTED PARTY(IES)

The undersigned unrepresented party(ies) do hereby acknowledge disclosure that the licensee \_\_\_\_\_ (Broker or Salesperson) associated with **CTI Real Estate** \_\_\_\_\_ (Brokerage Firm) represents only the following party in a real estate transaction for the sale of \_\_\_\_\_ (Property):

- Seller(s) **OR**
 Landlord(s)  
 Buyer(s) **OR**
 Tenant(s)

### SELLER/LANDLORD

### BUYER/TENANT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / Signature

\_\_\_\_\_  
Date / Signature

### SELLER/LANDLORD

### BUYER/TENANT

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date / Signature

\_\_\_\_\_  
Date / Signature



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M Thompson, Broker

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Rental App



### MEGAN'S LAW DISCLOSURE

Tenant(s)/Purchaser(s) should exercise whatever due diligence Tenant(s)/Purchaser(s) deems necessary with respect to information on sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or [www.sex-offender.vsp.virginia.gov/sor](http://www.sex-offender.vsp.virginia.gov/sor).

The Tenant(s)/Purchaser(s) acknowledge receipt of a copy of this disclosure statement.

TENANT/PURCHASER:

\_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Date Signature

\_\_\_\_\_  
Date Signature



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# RENTAL APPLICATION

Rental Application is an offer to rent. The Deed of Lease is a legally binding contract.

It is unlawful to discriminate on the basis of race, color, religion, national origin, sex, elderliness, familial status or handicap. This application will be processed in accordance with all Fair Housing and occupancy laws.

## BROKERAGE DISCLOSURE

The applicants acknowledge by their initials that in this real estate lease transaction the Listing Broker, **CTI Real Estate**, represents the Landlord and that the Leasing broker, **N/A (Customer)**, represents  the Landlord OR  the Tenant. (If the Broker is acting as a dual representative of both the Landlord and Tenant, then the appropriate disclosure form is attached to and made a part of this Application.

Applicant/s Initials \_\_\_\_\_ / \_\_\_\_\_

Leasing Agent must attach a business card.

Applicant/s Identification Type & Expiration Date: \_\_\_\_\_

## OFFER TO RENT

\_\_\_\_\_ (Applicant 1) and \_\_\_\_\_ (Applicant 2) offer to lease the property known as \_\_\_\_\_, Virginia \_\_\_\_\_ ("Premises"), for \_\_\_\_\_ years/months beginning \_\_\_\_\_, for the monthly rent of \$ \_\_\_\_\_ payable in advance on the first day of each month.

## CONDITIONS

A **NON-REFUNDABLE PROCESSING FEE OF \$ 50 (Money Order)** per Applicant is included with this application. Processing may take up to 5 business days to complete. **AN EARNEST MONEY DEPOSIT OF \$ Equal to 1st Month ("Deposit")** is included and will be held by **CTI Real Estate (Due Upon Lease Signing)**. If this Application is accepted, the Deposit will be credited to amounts owed to the Landlord. If this Application is not accepted, the Deposit will be refunded to the Applicant(s) less any additional documented processing charges.

Occupancy is subject to possession being delivered by the present occupant. **The property is accepted "As Is" unless otherwise noted below or by attachment.**

CONTACT NUMBERS: APPLICANT 1

APPLICANT 2

C: \_\_\_\_\_

C: \_\_\_\_\_

H: \_\_\_\_\_

H: \_\_\_\_\_

W: \_\_\_\_\_

W: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

## OFFICE USE ONLY

Application Received Date \_\_\_\_\_ Time \_\_\_\_\_

Application Reviewed By \_\_\_\_\_

Approved  Rejected  Withdrawn  Applicant of Agent notified Date \_\_\_\_\_ Time \_\_\_\_\_

**APPLICANTS AGREE AND UNDERSTAND THAT:**

1. This Application, each occupant and each pet are subject to acceptance and approval by the Landlord.
2. The Listing Company is obligated to present all Applications to the Landlord until the Lease is signed.
3. Landlord and Landlord's Agent may rescind acceptance and resume marketing the Premises at any time until the Lease is signed.
4. Proof of current income is required. For example:
  - Latest Pay Statements/Stubs
  - Last 2 years' Form W-2 for hourly or weekly pay persons
  - Last 2 years' Form 1040 and Schedule C (if applicable) of self-employed or persons with tip income
  - Copy of LES and orders for military
5. This Application consists of four pages which must be completed in full. Incomplete or missing information will result in delay of a decision. Willful misrepresentation may be grounds for invalidating a Lease.
6. A draft of the proposed Lease may be reviewed through the Listing Broker. If Landlord and Applicant cannot agree on terms, the deposit will be refunded.
7. Applicant must present valid photo identification or 2 forms of ID before signing the Lease.
8. The Applicant is responsible for obtaining property and liability insurance (Renter's Insurance) and assuming utility accounts where required before occupying the Premises.
9. Any move-in fees and utility deposits are the responsibility of the Applicant.
10. Only those persons listed in the Application are to live in the premises.
11. The Premises are not to be used for business except with full knowledge and consent of the Landlord and in conformity with all applicable laws and regulations.
12. Applicant has no Leasehold interest until the Lease is signed.

**I/we agree to the above conditions and authorize the firm processing this Application to verify any information contained herein and to perform any credit or investigative inquiries necessary in properly evaluating this Application, and any renewal. If any information is found to be false or misleading, the Application may be summarily rejected.**

\_\_\_\_\_  
Signed Applicant 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed Applicant 2

\_\_\_\_\_  
Date

**APPLICANT 1**

\_\_\_\_\_  
Name

\_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number

\_\_\_\_\_  
**Current Street Address**

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

From: \_\_\_\_\_ To: \_\_\_\_\_ \$ \_\_\_\_\_  
Dates of Occupancy Rent  Mortgage

\_\_\_\_\_  
Landlord/Mortgage Company Name

\_\_\_\_\_ Phone # \_\_\_\_\_ Fax #

\_\_\_\_\_  
Reason for Moving

**APPLICANT 2**

\_\_\_\_\_  
Name

\_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number

\_\_\_\_\_  
**Current Street Address**

\_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip

From: \_\_\_\_\_ To: \_\_\_\_\_ \$ \_\_\_\_\_  
Dates of Occupancy Rent  Mortgage

\_\_\_\_\_  
Landlord/Mortgage Company Name

\_\_\_\_\_ Phone # \_\_\_\_\_ Fax #

\_\_\_\_\_  
Reason for Moving

**APPLICANT 1**

**Previous Street Address**

City State Zip

From: To: \$ Rent  Mortgage   
Dates of Occupancy

Landlord/Management/Mortgage Co. Name

Phone # Fax #

Reason for Moving

**EMPLOYMENT**

1. Current Company Name

From: To: Location Dates of Employment

\$ /year Position/Rank Income

Supervisor Name Phone

2. Previous Company Name

From: To: Location Dates of Employment

\$ /year Position/Rank Income

Supervisor Name Phone

**ADDITIONAL INCOME**

\$ /year Source Amount

**APPLICANT 2**

**Previous Street Address**

City State Zip

From: To: \$ Rent  Mortgage   
Dates of Occupancy

Landlord/Management/Mortgage Co. Name

Phone # Fax #

Reason for Moving

**EMPLOYMENT**

1. Current Company Name

From: To: Location Dates of Employment

\$ /year Position/Rank Income

Supervisor Name Phone

2. Previous Company Name

From: To: Location Dates of Employment

\$ /year Position/Rank Income

Supervisor Name Phone

**ADDITIONAL INCOME**

\$ /year Source Amount

**Do you have any animals? LIABILITY COVERAGE IS REQUIRED FOR DOGS.**

TYPE	BREED	AGE	WEIGHT	M/F	NEUTURED/DECLAWED
					/
					/
					/

VEHICLE 1 TYPE, MAKE, MODEL	STATE	VEHICLE 2 TYPE, MAKE, MODEL	STATE



**ADDITIONAL INFORMATION**

Do you plan to bring a waterbed or large aquarium into the Premises?  YES  NO  
 Do you intend to smoke or permit smoking in the Premises?  YES  NO

**PLEASE ANSWER**

	<u>Applicant 1</u>	<u>Applicant 2</u>	
1. Have you ever filed for bankruptcy?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
2. Have you ever been evicted?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
3. Do you have any judgments?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
4. Have you had a foreclosure?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
5. Are you party to a lawsuit?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
6. Do you pay alimony or child support?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
7. Are you a co-signer for a loan or another lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
8. Have you ever had a rental application rejected?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____
9. How would you rate your credit?	_____	_____	

**DEBTS** (List major loans or credit card debt)

Type of Loan	Creditor	Balance	Monthly Payment
1. _____	_____	_____	_____
2. _____	_____	_____	_____

**ASSETS** (Submit supporting documentation if necessary for qualification)

Type of Asset	Amount
1. _____	_____
2. _____	_____

**OTHER OCCUPANTS OF THE PREMISES**  
 (Occupants over 18 must submit separate applications)

LAST NAME	FIRST NAME AND M.I.	M/F	D.O.B.	RELATIONSHIP

**DESIGNATED CONTACTS** (Someone who knows how to reach you) **OR NEXT-OF-KIN**

1. \_\_\_\_\_  
 Name Relationship  
 \_\_\_\_\_  
 Telephone Address City State Zip

2. \_\_\_\_\_  
 Name Relationship  
 \_\_\_\_\_  
 Telephone Address City State Zip



# RENTAL: DISCLOSURE AND ACKNOWLEDGMENT OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

For the lease of the Property at: \_\_\_\_\_

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### Lessor's Disclosure (initial)

- \_\_\_\_ / \_\_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):  
\_\_\_\_\_
  - Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_\_ / \_\_\_\_ (b) Records and Reports available to the lessor (check one below):
- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_
  - Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

- \_\_\_\_ / \_\_\_\_ (c) Lessee has received and had an opportunity to review copies of all information listed above.
- \_\_\_\_ / \_\_\_\_ (d) Lessee has received the pamphlet "Protect Your Family From Lead in Your Home."

### Leasing Associates' Acknowledgments (initial)

- \_\_\_\_ / \_\_\_\_ (e) Listing and Leasing Associates are aware of their duty to ensure compliance with 42 U.S.C. 4852d. These Associates have informed the Lessor of the Lessor's obligations under this law as evidenced by Lessor and Lessee having completed this form.

### Certification of Accuracy

The undersigned have reviewed the information above and certify that to the best of their knowledge the information they have provided is true and accurate.

### LANDLORD (LESSOR):

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature of Listing Associate  
CTI Real Estate

### TENANT (LESSEE):

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature

\_\_\_\_ / \_\_\_\_ (SEAL)  
Date      Signature of Leasing Associate



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