

REAL ESTATE DISCLOSURE FOR RENTAL PROPERTIES LOCATED IN A LOCALITY IN WHICH A MILITARY AIR INSTALLATION IS LOCATED

THE FOLLOWING DISCLOSURE INFORMATION IS PROVIDED TO TENANTS/APPLICANTS. THE FOLLOWING DISCLOSURES MAY IMPACT THE TENANT / APPLICANT'S USE AND/OR ENJOYMENT OF A PROPERTY. NEITHER THE LANDLORD, REAL ESTATE INFORMATION NETWORK INC. ("REIN"), THE REIN MEMBER FIRM(S), NOR ANY OF THEIR EMPLOYEES OR AGENTS SHALL BE LIABLE FOR TENANT / APPLICANT'S FAILURE TO INVESTIGATE ANY OF THESE DISCLOSURES PRIOR TO ENTERING INTO A LEASE AGREEMENT.

1. As of the date of this Disclosure, the undersigned property owners(s) / Landlord(s) represents that the real rental property described below is located in a Noise Zone and/or Accident Potential Zone (APZ), as shown or referenced on the Official Zoning Map designated by the locality in which the property is located.
2. The following are representations made by the property owner(s), as required by § 55.1-1217 of the Code of Virginia:
 - A. As of the date of this disclosure the real property located at (Street Address, City, Zip Code)

Virginia is located within the following Noise Zone and/or Accident Potential Zone (APZ), as shown or reference on the Official Zoning Map of (Name of Locality). _____

<p>Noise Zone - (Check One)</p> <p><input type="checkbox"/> < 65 dB DNL <input type="checkbox"/> 65-70 dB DNL</p> <p><input type="checkbox"/> 70-75 dB DNL <input type="checkbox"/> > 75 dB DNL</p>	<p>Accident Potential Zone (APZ) - (Check One)</p> <p><input type="checkbox"/> None (Check APZs) <input type="checkbox"/> APZ-2</p> <p><input type="checkbox"/> APZ-1 <input type="checkbox"/> Clear Zone (closest APZ)</p>
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- B. The abbreviation "DNL" refers to a day-night average sound level. The frequency of actual single noise events may vary over time depending on the operational needs of the military. **Single noise events may result in significantly higher noise levels than the average level(s) in any of the Noise Zones listed above.**
- C. Noise Zones and Accident Potential Zones (APZs) are subject to change. For this reason, it should not be assumed that the property will remain in the same Noise Zone and/or Accident Potential Zone.

Additional information may be obtained from the locality.

In the event the owner/Landlord fails to provide the disclosures required by § 55.1-1217 of the Code of Virginia, or the owner/Landlord misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by an officer or employee of the locality in which the property is located, the tenant may terminate the lease as the result of such violation. Such termination may only occur during the first thirty (30) days of the lease period by sending to the landlord by certified or registered mail, return receipt requested, a written notice of termination. Termination of the lease shall be the exclusive remedy for the failure to comply with the disclosure provisions of § 55.1-1217 of the Code of Virginia, and shall not affect any rights or duties of the landlord or tenant arising under § 55.1-1200 et. seq. of the Code of Virginia, other applicable law, or the rental agreement.

In the event owner/Landlord fails to provide the disclosures required by § 55.1-704 of the Code of Virginia for a lease with an option to purchase the property, or the owner/Landlord misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by an officer or employee of the locality in which the property is located, the purchaser may maintain an action to recover his actual damages suffered as the result of such violation. Notwithstanding the provisions of this subdivision, no purchaser of residential real property located in noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for damages.

The owner(s)/Landlord(s) state that they reasonably believe the information contained herein is true and accurate and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Landlord Tenant Act.

Owner/Landlord _____ Date _____

Owner/Landlord _____ Date _____

Tenant(s)/ Applicant(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under the Virginia Residential Landlord Tenant Act.

Tenant/Applicant _____ Date _____

Tenant/Applicant _____ Date _____