

ATTENTION PROSPECTIVE PURCHASERS PLEASE READ THIS SIGN CAREFULLY

This is to advise you that the agent who is conducting this Open House REPRESENTS THE SELLER(S) AND IS REQUIRED BY LAW TO PROMOTE THE INTERESTS OF THE SELLER(S).

ANY INFORMATION YOU GIVE THIS AGENT IS NOT CONSIDERED CONFIDENTIAL under the Maryland Real Estate Brokers Act and could be disclosed to the seller of this property.

You, as a Buyer, are entitled to have someone represent you as a Buyer's Agent if you are interested in this property. The duties of a buyer's agent include helping you to evaluate the property, prepare an offer on the property, and negotiate in your best interests.

1.27.2023



**Competitive Market Analysis (CMA) Notice
(To be used as the first page on a CMA)**

THIS ANALYSIS IS NOT AN APPRAISAL. IT IS INTENDED ONLY FOR THE PURPOSE OF ASSISTING BUYERS OR SELLERS OR PROSPECTIVE BUYERS OR SELLERS IN DECIDING THE LISTING, OFFERING OR SALE PRICE OF THE REAL PROPERTY.

THE REAL ESTATE LICENSEE WHO HAS PREPARED THIS CMA IS NOT AN APPRAISER. THIS ANALYSIS HAS NOT BEEN PERFORMED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL, WHICH REQUIRES VALUERS TO ACT AS UNBIASED, DISINTERESTED THIRD PARTIES WITH IMPARTIALITY, OBJECTIVITY, AND INDEPENDENCE, AND WITHOUT ACCOMMODATION OF PERSONAL INTEREST. THIS CMA IS NOT TO BE CONSTRUED AS AN APPRAISAL AND MAY NOT BE USED AS SUCH FOR ANY PURPOSE.

THE ACTUAL APPRAISED VALUE OF THE PROPERTY MAY BE SIGNIFICANTLY HIGHER OR LOWER THAN THE RANGE OF PRICES REFLECTED IN THIS CMA BASED UPON APPLICABLE APPRAISAL STANDARDS.

The real estate licensee preparing this CMA: _____ has experience with the type of property for which this CMA was prepared and the property is within the real estate licensee's field of expertise; **OR** _____ does not have such experience and the property is outside the real estate licensee's field of expertise.

Another person who is competent or such type of property _____ was **OR** _____ was not engaged to assist the real estate licensee in the preparation of this CMA. If another person was engaged, the name of the person is _____ and the person's contribution in the preparation of this CMA is as follows:

The real estate licensee _____ does **OR** _____ does not have an ownership interest in any of the comparable properties included in this CMA. If the real estate licensee has such an ownership interest, the property is identified as follows:

The undersigned have read the Notice and disclosures as made above and hereby acknowledge receipt of this Notice.

Date

Date

Prince George's County Association of REALTORS®, Inc.
RESIDENTIAL SELLERS ESTIMATED EXPENSES AND NET PROCEEDS
For use with Prince George's County properties only.



Date: _____ Seller: _____

Property Address: _____

Proposed Settlement Date: _____ Annual Property Tax Bill: \$ _____ Pro-ration Days for

Property Taxes: _____ (enter the number of days that Seller is to have refunded)

Seller is: (A) Maryland Resident ☐ (B) Non-Maryland Resident ☐ (C) Non-Maryland Resident Entity ☐

(To determine the number of days seller is to have property taxes refunded, count the number of days from and including the settlement day up to and including June 30. This estimate assumes that property taxes are paid annually, that the year has 365 days, the tax year is from July 1 through June 30 and there are no front-foot benefit charges on the tax bill)

CREDITS

Sale Price	\$ _____
Property Tax Refund Pro-ration	\$ _____
Front Foot Benefit Tax Refund Pro-ration	\$ _____
HOA / Condo / Coop Fee Adjustments	\$ _____
Other Credits	\$ _____
TOTAL CREDITS	\$ _____

DEBITS

Attorney/Title Co. Fees:

Settlement Fee (\$100 - \$500)	\$ _____
Release Preparation Fee (\$75 to \$150 per lien)	\$ _____
Release Recording Fee (\$30 per lien)	\$ _____
Courier Fees / Express Mail (\$50 - \$100)	\$ _____

Mortgage Payoff and Interest Adjustment:

Principal Balance 1st Mortgage	\$ _____
Interest Adjustment on 1st Mortgage	\$ _____
Principal Balance of 2nd Mortgage	\$ _____
Interest Adjustment on 2nd Mortgage	\$ _____
Payoff Other Liens/Obligations	\$ _____
<i>(Example: Mechanics Liens, Taxes, Court Judgments, Equity Lines, etc.)</i>	
Prepayment or Early Pay-Off Penalty	\$ _____
<i>(It is Seller's responsibility to ascertain if there are any pre-payment or early pay-off Penalties owed)</i>	

Transfer Taxes & Recordation Charges

Maryland State Recordation Tax - (\$5.50 per \$1000 of Sale Price)
(Sale price to be rounded up to the nearest \$500 for this State Recordation Tax)
 Maryland State Transfer Tax - (\$5.00 per \$1000 of Sale Price or Sale Price x .5%)
 County Transfer Tax - (\$14.00 per \$1000 of Sale Price or Sale Price x 1.4%)
(Unless otherwise negotiated in a contract, transfer and recordation taxes are split 50/50)

Seller to Pay _____ % of State and Local Transfer & Recordation Taxes \$ _____
 (enter 50 for 50%, 100 for 100%)

NOTE: If Seller is paying 100% of the State and Local Transfer & Recordation Taxes, Seller may receive the benefit of certain reductions based on the Buyers Status. For Example:

If Buyer is a First Time Homebuyer;

State Transfer Tax is reduced to \$2.50 per \$1000 of sale price or .25% of the sale price and paid by Seller

If Buyer is a Prince George's County Classroom Teacher;

County Transfer Tax is reduced to \$10.00 per \$1000 or 1.0% of the sale price and paid as agreed by contract

If Buyer is a Prince George's County or Municipal Police Officer & 1st time homebuyer;

County Transfer Tax is eliminated and the benefits of the savings will be as agreed by contract

If Buyer is a Prince George's County or Municipal Police Officer & buying a second or subsequent home;

County Transfer Tax is reduced to \$10.00 per \$1,000 or 1.0% of the sale price and paid as agreed by contract

This recommended Form is the property of the Prince George's County Association of REALTORS®, Inc. and is for use by members only. Previous editions of this Form should be destroyed

Estimated Settlement Expense - Seller - PGCAR Form #1320 Rev 04/23

Page 1 of 2

Brokerage Fee (including bonus if any) \$ _____

Buyer/Contract Related Expenses

Loan Points (Origination Fees, Discount, Buy-down, etc.) \$ _____

Seller Subsidy (Settlement costs paid by seller on buyers behalf) \$ _____

FHA/VA Lender Fees (Est. \$250 - \$500 - no longer mandatory to seller) \$ _____

Other Lender/Loan Related Fees:

(Document Preparation, Tax Service Fee, Lenders Inspection Fee, etc.) \$ _____

Well Test and/or Septic Test Fees (\$100 - \$300) \$ _____

Termite Test / Treatment / Repairs \$ _____

Other Repairs / Certifications \$ _____

Home Warranty \$ _____

HOA / Condo / Coop Resale Package \$ _____

Adjustments

Water Escrow \$ _____

Other Adjustments (Rent back, security deposit) \$ _____

Other Adjustments \$ _____

Miscellaneous

_____ \$ _____

_____ \$ _____

TOTAL ESTIMATED SELLERS' EXPENSES

\$ _____

(A) Total Credits

\$ _____

Less Total Estimated Sellers' Expenses

\$ _____

Sellers Estimated Net Proceeds

\$ _____

(B) If Seller is a non-resident of Maryland:

Sellers Estimated Net Proceeds \$ _____

Maryland Non-Resident Seller Transfer Withholding Tax (8%) \$ _____

Adjusted Seller Net Proceeds \$ _____

(C) If Seller is a non-resident Entity in the State of Maryland:

Sellers Estimated Net Proceeds \$ _____

Maryland Non-Resident Seller Transfer Withholding Tax (8.25%) \$ _____

Adjusted Seller Net Proceeds \$ _____

SOME INFORMATION RELEVANT TO SETTLEMENT PROCEDURES

In most cases, Escrow funds for future taxes and insurance will be refunded directly to you by your lender following settlement. If your loan is assumed by the buyer, an adjustment for funds in escrow will be made on the settlement sheet unless otherwise negotiated.

Check with the attorney or settlement office for its procedures as to disbursement of funds and identification required at settlement.

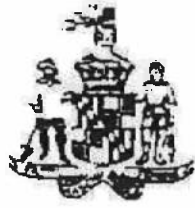
THE CHARGES CONTAINED IN THIS ESTIMATE ARE APPROXIMATE AND MAY VARY FROM ONE LENDING INSTITUTION TO ANOTHER AND FROM ONE SETTLEMENT OFFICE TO ANOTHER. THIS IS AN ESTIMATE ONLY! COSTS / CHARGES ARE SUBJECT TO CHANGE AND ARE NOT GUARANTEED BY THE BROKER/AGENT.

Broker

Seller

Prepared by: REALTOR®

Seller



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

(In this form, the word "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease")

When Dual Agency May Occur

The possibility of Dual Agency arises when:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or the broker's designee, acting as a dual agent does not exclusively represent either the seller or buyer; there may be a conflict of interest because the interests of the seller and buyer may be different or adverse. As a dual agent, the real estate broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed this Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement the buyer may choose not to be represented but simply receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written brokerage agreement with a different company.

Duties of a Dual Agent and Intra-Company Agent

Like other agents, unless the client gives consent to disclose the information, dual agents and intra-company agents must keep confidential information about a client's bargaining position or motivations. For example, without written consent of the client, a dual agent or intra-company agent may not disclose to the other party, or the other party's agent:

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

*** Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

If a financial bonus is offered to an agent who sells property that is listed with his/her broker, this fact must be disclosed in writing to both the buyer and seller.

Consent for Dual Agency

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency and that if I refuse to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby consent to have

_____ act as a Dual Agent for me as the
(Firm Name)

_____ Seller in the sale of the property at:

_____ Buyer in the purchase of a property listed for sale with the above-referenced broker.

Signature _____ Date _____ Signature _____ Date _____

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

- The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

Property Address _____

Signature _____ Date _____ Signature _____ Date _____

- The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s) _____

Signature _____ Date _____ Signature _____ Date _____



KELLERWILLIAMS[®]
PREFERRED PROPERTIES

EXPLANATION OF OUR FEE STRUCTURE

Keller Williams Preferred Properties charges a Broker's Fee for its services that is comprised of two elements: a percentage of the sale / purchase price ("sometimes referred to as the "commission % portion") and a flat fee ("sometimes referred to as a the "flat fee portion"). The flat fee portion is \$495.00.

WHY OUR FEE IS STRUCTURED THIS WAY?

The real estate industry has changed dramatically over the years. As consumer needs for services and information have changed, so have the cost associated with meeting those needs. Keller Williams Preferred Properties has invested heavily, for example, in software, equipment, high speed telecommunications lines, and training for its agents and personnel. Keller Williams Preferred Properties now includes a flat fee portion, of the Broker's fee as a means of avoiding an increase in percentage, while continuing to provide clients with the highest level of homeownership services in the industry. This pricing structure of a percentage portion plus a flat fee offers you a better value, since the flat fee portion can often amount to a fraction of a percentage of the sales price. We look forward to servicing your real estate needs.

Acknowledged and Agree to:

By: _____
Name/ Signature

By: _____
Date

By: _____
Name/ Signature

By: _____
Date



KELLERWILLIAMS®
PREFERRED PROPERTIES

1441 McCormick Drive | Suite 1020 | Upper Marlboro | MD | 20774 | 240-737-5000

AFFILIATED BUSINESS ARRANGEMENT

To: KWPP Client_ Property: _____
From: Keller Williams Preferred Properties Date: _____

This is to give you notice that Keller Williams Preferred Properties ("KWPP") has a business relationship with Prime Title Group, LLC ("Prime Title"). Because of this relationship this referral may provide KWPP and its principals a financial or other benefit.

Set forth, below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use Prime Title as a condition for financing the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

<u>Prime Title Settlement Services</u>	<u>Charge or Range of Charges</u>
Title examination and evaluation	\$795
Document Storage	\$35
Title Insurance	Varies by Sales Price and Loan Amount
3rd Party Fees	
Deed Preparation	\$75-\$100
Survey	\$230-\$350 for most (case by case basis)
Title Search	\$220-\$350
Title Insurance CPL	\$25
Seller Charges	
Settlement/Closing Fee	\$495
Deed Preparation	\$100
Document Storage	\$35
Lien Release Tracking Fee	\$35 per lien

ACKNOWLEDGMENT

I/we have read this disclosure form, and understand that KWPP is referring me/us to purchase the above-described settlement service and KWPP and its principals may receive a financial or other benefit as the result of this referral.

KWPP Client's Signature

Date

KWPP Client's Signature

Date



EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

DATE: _____

1. SELLER(S) (List all): _____

Mailing Address: _____

Office Telephones: _____ / _____ Office/Home Fax: _____ / _____

Home Telephones: _____ / _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: _____

Office Address: _____

Office Telephone: _____ Office Fax: _____

Listing Agent: _____ Direct Line: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

3. PROPERTY LISTING: _____ ("Broker") is

hereby authorized by the undersigned Seller(s) or by the authorized representative of Seller(s) ("Seller") to sell, as the exclusive real estate broker, the property known as: _____

("Property"). Seller acknowledges that the Property is being conveyed (initial one selection) _____ / _____ IN FEE SIMPLE, or _____ / _____ SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the amount of \$ _____, payable semi-annually.

4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT: This agreement shall be effective on _____ (mm/dd/yyyy) and shall continue until midnight on _____ (mm/dd/yyyy), (the "Listing Term") unless terminated in accordance with the provisions

of this section. Pursuant to Maryland Code, Real Property, Section 14-903, the Listing Term may not be longer than a year in duration.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

An expiration or termination of this Agreement by Seller or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Seller provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Seller during the Listing Term, which provides for settlement to occur after the expiration of the Listing Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties, but in no event shall the Listing Term, including any extension, extend beyond one year in duration.

5. LISTING PRICE: The listing price of the Property is \$ _____ and shall be the price advertised by Broker. If Seller desires to change the listing price, Seller shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.



6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): _____

7. MARKETING/MLS/INTERNET ADVERTISEMENT:

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Seller to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Seller further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

If the Property is scheduled for an open house by Broker, Seller authorizes Broker to advertise the Property as an open house together with other properties listed with Broker and advertised as an open house in the same advertisement, whether by print media or by internet advertisement.

(b) Seller may elect not to have the Property listing displayed on the MLS at all. (Seller to initial if Seller does not authorize Broker to display Property listing on the MLS at all):

 / Broker may *not* submit and market the Property by and through display on the MLS.

Seller hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Seller's Property is for sale and the terms and conditions under which Seller is marketing the Property; (2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. (Seller to initial): /

(c) Seller may elect not to have the Property listing or the Property address displayed on the internet. Seller hereby directs Broker that (Seller to initial all that apply):

 / Broker may *not* submit and market the Property by and through display on any internet website.

 / Broker may submit and market the Property by and through display on any internet website, but Seller elects *not* to permit display of the Property address on any internet website.

Seller hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. (Seller to initial): /

(d) Certain features may be displayed on the websites of MLS participants, including:

- (1) Unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews); or
- (2) An automated estimate of the market value of the Property (or a hyperlink to such estimate).



(Seller to initial):

Seller _____ / _____ authorizes or _____ / _____ does not authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.

Seller _____ / _____ authorizes or _____ / _____ does not authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

During the term of this agreement, Seller, by written request to Broker, may authorize Broker to enable or disable use of either feature as described in (1) or (2) above. Broker agrees to transmit promptly the request to the MLS.

(e) COMING SOON LISTING STATUS: The "Coming Soon" listing status is an option for properties listed in the MLS that are not available but will be soon. Sellers who choose this option must have executed a listing agreement. Listings under the "Coming Soon" status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the "Coming Soon" status may not be shown and are not syndicated to public real estate websites. If Seller selects this status, the listing agent must enter an expected on-market date in the MLS that can be no later than 21 days from when the listing was submitted to the MLS. The "Coming Soon" status will automatically update to "active" on the expected on-market date if not made "active" sooner.

Seller, by Seller's initials, authorizes Broker to list the Property under the "Coming Soon" listing status in the MLS. (Seller initials): _____ / _____

8. CONSENT TO DISCUSS OTHER PROPERTIES WITH BUYERS AT SELLER'S OPEN HOUSE: Seller _____ / _____ authorizes or _____ / _____ does not authorize Broker to discuss other properties with buyers at Seller's open house.

Broker's responsibility to market the Property is suspended upon Seller's acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

9. GRANT/RELEASE OF PROPERTY DATA TO BROKER: Seller grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Seller hereby releases to Broker all of the Seller's interests and all intellectual property rights therein. If Seller elects to allow dissemination of Property data on the internet, Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

10. HOME SECURITY SYSTEMS THAT RECORD AUDIO: Seller is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties. Seller may view the penalties for violating the law which are contained in Section 10-402 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland at: <http://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gcl§ion=10-402&enactments=false>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 10.

(Seller to initial): _____ / _____

11. FAIR HOUSING: Federal, State, and Local Fair Housing laws grant broad protections from discrimination in housing. It is unlawful to discriminate based upon certain protected characteristics, which include, but are not limited to, race, color, religion, sex, national origin, disability, familial status, marital status, sexual orientation, gender identity, and source of income. Seller agrees to comply with all such Federal, State, and Local Fair Housing laws. Some buyers attempt to stand out to a seller by submitting a letter, photo, or video to describe why the seller should select their offer. Such conduct may raise fair housing concerns, and could expose Seller and Broker to possible violation of Fair Housing laws. To avoid consideration of such characteristics when selecting an offer, Seller instructs and directs Broker to remove from any offer, counter-offer, or any other communication exchanged during the transaction, any letters, photographs, videos or any other similar items other than the contract documents submitted by a buyer or buyer's agent.

12. SELLER RESPONSIBILITY/INSURANCE: Broker shall not be responsible for the care, or physical condition of the Property. Seller shall remain solely responsible for the care and physical condition of the Property, including, but not limited



to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

13. REPAIRS: Seller is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs be duly licensed.

14. BROKER'S COMPENSATION: The amount of Broker compensation is not prescribed by law or established by any membership organization with which the Broker is affiliated.

In the event of a sale, exchange, or transfer, the Compensation to be paid by Seller to Broker shall be _____.

The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Seller to Broker if:

A. During the term of this Agreement, or any extension thereof:

(i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Seller or agreed upon in writing between Seller and Broker (the "Sale Price"); or

(ii) Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Seller or by any other person or entity, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of _____ days following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

B. Seller defaults or voluntarily agrees to terminate a sale; or

C. Seller breaches this Agreement.

The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Seller. However, Seller acknowledges and agrees that settlement on the Property shall not be a condition precedent to Seller's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Seller, or if all or part of the deposit is received by Seller as a settlement made by and between Seller and buyer, \$_____ or _____% of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to the full Compensation specified herein.

Seller shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller is for the purpose of avoiding the obligation of Seller to pay the Compensation to Broker.

15. AUTHORITY TO COOPERATE WITH OTHER BROKERS: Broker shall be entitled to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents"). Seller consents to Broker's cooperation and fee sharing with Subagents or Buyer Agents (collectively "Cooperating Brokers"). Broker shall pay to any Subagent, who has earned and is entitled to share in the Fee, \$_____ or _____% of the Sales Price, plus _____() month(s) ground rent, if any. Broker shall pay to any Buyer Agent who has earned and is entitled to share in the Fee \$_____ or _____% of the Sales Price, plus _____() month(s) ground rent, if any.

16. MINISTERIAL ACTS: Seller hereby consents to and authorizes Broker and Broker's agents, whether acting as subagents or Buyer's Agents, to provide ministerial acts as defined by law on behalf of Seller to third persons in connection with the sale of the Property.



17. DEPOSIT HELD BY ESCROW AGENT: Seller is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to be held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

18. SMOKE ALARM NOTICE: Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller may view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=gps§ion=9-101&enactments=false>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 18. (Seller to initial): _____ / _____

19. LEAD-BASED PAINT:

A. LEAD-BASED PAINT HAZARD: Seller acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

Seller represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed: (Seller to initial one):

_____ / _____ prior to 1978;

OR _____ / _____ during or after 1978;

OR _____ / _____ Seller is uncertain as to the date of construction.

If Seller is uncertain as to the date the Property was constructed, Seller agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Seller agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Seller is required to disclose to buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide buyer with any available reports in Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the Contract of Sale. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Seller should visit:

<https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers>.

B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 19.B.

(Seller to initial): _____ / _____

20. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**



- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. The right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration, Seller to complete Notice & Disclosure of Deferred Water and Sewer Charges.)

Seller acknowledges that the Property is (Seller to initial one) _____ / _____ OR is not _____ / _____ served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration.

21. OFFERS:

A. AUTHORITY TO DISCLOSE EXISTING OFFERS: Seller is advised that prospective buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer electing not to make an offer.

Seller: (Seller to initial one):

_____ / _____ Authorizes; OR _____ / _____ Does Not Authorize

Broker or Broker's agents to disclose the existence of other written offers on the Property in response to inquiries from buyers or cooperating brokers. If disclosure is authorized, Broker or Broker's agents shall also disclose, if asked, whether an offer was obtained by the listing agent, another agent in Broker's firm, or by a cooperating broker. Such authority does not include the disclosure of the terms and conditions of such offer(s).

B. PRESENTATION OF OFFERS: Broker shall present to Seller in a timely manner all written offers and counter-offers, even if the Property is subject to an existing Contract of Sale unless Seller has waived the obligation in writing.

22. HOME WARRANTY: Broker _____ does or _____ does not offer the opportunity for Seller to purchase a home warranty to be in force during the listing period and which will transfer to the buyer upon settlement. (Seller to initial one):
 _____ / _____ Warranty desired. For policy to be effective, Seller must complete the necessary paperwork.
 _____ / _____ Warranty Declined

23. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Seller is advised that under Maryland Law (Real Property Article 10-702), the buyer is entitled to receive the Maryland Residential Property Disclosure And Disclaimer Statement ("disclosure/disclaimer statement"), a form provided by the Maryland Real Estate Commission, from the Seller. Seller must deliver the completed disclosure/ disclaimer statement to the buyer on or before the buyer's entering into a Contract of Sale (offer to purchase) (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an Option to Purchase provision, in which case the disclosure/disclaimer statement must be delivered to the buyer before the execution of the Contract by the buyer). A buyer who does not receive the disclosure/disclaimer statement on or before the execution of the offer by the buyer has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the disclosure/disclaimer statement or within five (5) days following receipt of the disclosure/disclaimer statement and to the immediate return of any deposit. However a buyer's right to rescind the Contract terminates if not exercised (A) before making a written application to a lender for a loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application, or (B) within five (5) days following receipt of a written disclosure from a lender who has received the buyer's application for a mortgage loan, if the lender's disclosure states that the buyer's right to rescind terminates at the end of that five (5) day period. Maryland Law (Real Property Article 10-702) exempts certain transfers or sales from its application: A) the initial sale of a new home: (1) that has never been occupied; or (2) for which a certificate of occupancy has been issued within one year before the buyer and Seller enter into a Contract of Sale; B) certain



transfers that are exempt from the state transfer tax; C) a sale by a lender acquiring real property by a foreclosure or deed-in-lieu of foreclosure; D) a sheriff sale, tax sale or sale by foreclosure, partition or by court-appointed trustee; E) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; F) a transfer of single family residential real estate to be converted by the buyer into a use other than residential use or to be demolished; or G) a sale of unimproved property. Seller: (Seller to initial one):

____ / ____ is exempt OR ____ / ____ is not exempt

24. VIOLATION NOTICES: Seller is advised that the Contract of Sale may require that Seller convey the Property free and clear of all violation notices, requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), and actions in any court, against or affecting the Property.

25. CONSERVATION EASEMENTS:

A. Seller is advised and acknowledges that if the Property is encumbered by one or more Conservation Easements or other restrictions limiting or affecting uses of the Property, Maryland law requires that Seller deliver to the buyer the required notice and copies of the easement(s). A buyer who does not receive the notice and copies of the easement(s) on or before entering into the contract for sale has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the notice and copies of the easement(s) or within five (5) days following receipt of the notice and copies of the easement(s) and to the immediate return of any deposit.

B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (Seller to initial one):

- ____ 1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**
- ____ 2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: (Seller to check applicable Conservation Easement(s))
- ____ Maryland Environmental Trust
- ____ Maryland Historical Trust
- ____ Maryland Agricultural Land Preservation Trust
- ____ Maryland Department of Natural Resources
- ____ A County or Municipal Corporation, funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local Agricultural Preservation Program
- ____ Land Trust
- ____ Required by a permit issued by the Department of the Environment

If paragraph B.2. is initiated by Seller, Seller ☐ has **OR** ☐ has not (check one) provided a copy of the Conservation Easement(s) to Broker, and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of the Conservation Easement(s) to buyer.

26. INSURABILITY: An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property.

27. FLOOD DISCLOSURE NOTICE: Seller is advised that the Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. The National Flood Insurance Program ("NFIP") establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Also, the State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected.

28. MARYLAND NON-RESIDENT SELLER: Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to

a) 8% of the total payment to a non-resident Seller; **OR**



b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.

UNLESS each Seller:

1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); **OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence. As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

29. FOREIGN INVESTMENT TAXES – FIRPTA (Foreign Investment in Real Property Tax Act): Section 1445 of the United States Internal Revenue Code of 1986 and applicable Treasury Department regulations adopted thereunder (the "Act") provide that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price under certain circumstances. Seller agrees to comply with the Internal Revenue Service reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the appropriate party a certificate indicating whether Seller is a foreign person or non-resident alien under the Act.

30. FHA LOAN NOTICE: If the current loan on the property is insured by the Federal Housing Administration, the loan shall be paid in full at settlement in accordance with FHA rules and regulations.

31. WIRE FRAUD NOTICE: Seller is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Seller should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Seller should never wire money without double-checking that the wiring instructions are correct.

32. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs, and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Seller warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Seller has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

33. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

- | | |
|--|--|
| <input type="checkbox"/> Consent for Dual Agency | <input type="checkbox"/> MD Lead Poisoning Prevention Program Disclosure |
| <input type="checkbox"/> Disclosure of Inc./Ex., Leased Items, Utilities | <input type="checkbox"/> MD Residential Property Disclosure/Disclaimer Statement |
| <input type="checkbox"/> Disclosure of Licensee/Employee Status | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> Federal Lead-Based Paint Disclosure | <input type="checkbox"/> Notice & Disclosure of Deferred Water and Sewer Charges |
| <input type="checkbox"/> Financial Condition of Property Disclosure | <input type="checkbox"/> Protect Your Family from Lead in Your Home |
| <input type="checkbox"/> FIRPTA Addendum | <input type="checkbox"/> Solar Panel |
| <input type="checkbox"/> Lock Box | |
| <input type="checkbox"/> Other Addenda/Special Conditions: _____ | |

RECEIPT OF COPY: Seller acknowledges receipt of a copy of this Agreement at time of signing hereof.

Seller Signature

Date

Broker (Company Name)

Seller Signature

Date

Broker/Authorized Representative Signature

Date





ADDITIONAL AS-IS PROVISIONS ADDENDUM

ADDENDUM dated _____ to Contract of Sale between
Buyer _____
and Seller _____
for Property known as _____

The following provisions as initialed by both Buyer and Seller are included in and supersede any conflicting language in the Contract of Sale.

DELETION OF PROPERTY CONDITION REQUIREMENTS: By initialing below, the parties agree to delete the following Contract of Sale provisions:

Buyer's Initials Seller's Initials

A. ____/____ ____/____ All clauses in the Contract of Sale pertaining to delivery of the Property free and clear of trash and debris and broom clean.

B. ____/____ ____/____ All requirements for Seller to comply with violation notices or requirements noted or issued by governmental authorities pertaining to the Property as stated in the Seller Responsibility paragraph of the Contract of Sale.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date





1. INCLUSIONS/EXCLUSIONS. Included in the purchase price are all permanently attached fixtures, including all smoke detectors (and, carbon monoxide detectors, as applicable). Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, ***are included if box below is checked.***

- ADDITIONAL EXCLUSIONS (SPECIFY):

ADDITIONAL TERMS AND/OR INFORMATION REGARDING LEASED ITEM(S):

Utility Service Providers:

Seller Signature _____ **Date** _____



**FINANCIAL CONDITION OF PROPERTY DISCLOSURE ADDENDUM TO
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM dated _____ to Exclusive Right to Sell Residential Brokerage Agreement
between Seller(s) _____
and Broker _____
for Property known as _____.

Seller represents to Broker that the information below is true and complete to the best of Seller's knowledge and belief.

- A. _____ (Check if applicable) The Property is not encumbered by any mortgage or Deed of Trust.
- B. The Property is secured by a first mortgage or Deed of Trust held by _____
in the approximate amount of _____ dollars (\$ _____).
- C. The Property is secured by a second mortgage or Deed of Trust held by _____
in the approximate amount of _____ dollars (\$ _____).
- D. The Property is secured by a line of credit or home equity line of credit held by _____
in the approximate amount of _____ dollars (\$ _____).
- E. Seller is current on all payments for the loans identified in paragraphs B, C and D above.
- F. Seller is not in default on any loan identified in paragraphs B, C and D above and has not received any notice(s) from the holders of any loan identified in paragraphs B, C and D above regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G. There are no liens secured against the Property for federal, state, or local income taxes; real property taxes; or unpaid condominium or homeowners association fees.
- H. There are no judgments filed against Seller (including each owner for jointly held property).
- I. Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.
- J. If any statements in paragraphs E through I above are incorrect or untrue, Seller will provide additional information below:
- _____
- _____

Seller acknowledges that Broker and their real estate licensees affiliated with Broker are required by law to disclose to any potential buyer or any licensee cooperating in the sale of the Property, either as a Subagent or an agent for a prospective buyer, any information contained in paragraph J above. Seller acknowledges that the disclosure of information contained in paragraph J, is required to be disclosed by Broker and the real estate licensees affiliated with Broker as a material fact to prospective buyers under Maryland law.

During the term of the Listing Agreement, should any change occur with respect to answers A through J above, Seller shall immediately notify Broker and the listing agent in writing of such change.

Seller _____

Date _____

Seller _____

Date _____





LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT
OR
EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated _____ to Exclusive Right to Sell Residential Brokerage Agreement or Exclusive Right to Lease Residential Brokerage Agreement between Seller or Lessor (Collectively referenced herein as "Seller")

and Broker _____
for Property known as _____.

1. Upon execution of this Agreement, Broker will place or cause to be placed a lock box on Seller's Property in which the key to Seller's Property will be stored. Seller authorizes Broker to place a lock box on Seller's Property, and authorizes Broker, their agents, subagents and employees, licensed or certified appraisers, and other authorized users of the lock box services to access Seller's Property during the term of this Agreement. Seller, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.

2. It is understood by Seller that there is a possibility that a person may use the lock box in an unauthorized manner, enter the Property and unlawfully remove personal property or destroy or damage the Property or personal property located therein. Accordingly, Seller agrees as follows:

(a) Seller acknowledges that Seller must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the Property.

(b) Seller acknowledges that it is not a requirement of Broker that Seller allow the use of a lock box. However, Seller has elected to use a lock box.

(c) If a tenant occupies the Property where the lock box will be placed, Seller acknowledges that Broker may not install the lock box upon the Property unless the Tenant consents to the use of said lock box as evidenced by the signature of the Tenant below.

(d) Seller acknowledges that neither the Broker, their agents, subagents and employees, other real estate licensees, licensed or certified appraisers, nor any local Board or Association of REALTORS® or other lock box service provider is an insurer against the loss or damage to Seller's Property, personal property or valuables. Seller acknowledges that Seller has been advised of the need to verify the existence of insurance for loss or damage to real and personal property, or to obtain such insurance through Seller's insurance agent.

3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Seller, Seller hereby agrees that Seller shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Seller or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Seller. Seller does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

4. In the event Seller chooses to utilize a home security system or other means to allow access to the Property and elects not to place a lock box on the Property, Seller hereby agrees that Seller shall hold harmless and indemnify the Indemnified Parties of and from any liability for loss or damage sustained by Seller or others as a result of Seller's decision to utilize a home security system or other means to allow access to the Property and not to place a lock box on the Property.

Lock Box Addendum to Exclusive Right to Sell or Lease Residential Brokerage Agreement

5. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lock box on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland.

6. Receipt of a copy of this Addendum is hereby acknowledged by Seller.

Seller/Landlord Date

Broker (Company Name)

Seller/Landlord Date

Broker or Authorized Representative Date

TENANT: The Tenant and Seller have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Property. The undersigned Tenant has read and agrees to the above provisions and consents to placement of a lock box on the Property and agrees to be bound personally to the terms and conditions of this Agreement.

Receipt of a copy hereby acknowledged by Tenant.

Tenant Date

Tenant Date

Prince George's County Disclosure and Notice Addendum (DNA)



(For use with all Residential Sales Contracts in Prince George's County)

**FORM CONTAINS NOTICES AND DISCLOSURES REQUIRED BY COUTNY LAW. TO BE COMPLETED
BY SELLER AT TIME OF LISTING & MADE AVAILABLE TO BUYER ALONG WITH ALL OTHER
REQUIRED DISCLOSURES FOR INCLUSION IN ANY CONTRACT OFFER**

ADDENDUM dated _____ to the Contract of Sale dated _____, between Buyer
_____ and Seller
_____ for Property known as

The following provisions are included in and supersede any conflicting language in the Contract.

REQUIRED IN PRINCE GEORGE'S COUNTY BY SEPARATE ATTACHMENT

1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer acknowledge that the Prince George's County Code **REQUIRES** that, if applicable, the following Notice(s) be provided to buyers as a **SEPARATE ATTACHMENT OR SHEET** at the time the Contract of Sale is signed. Seller certifies by checking the appropriate box below whether any, some or all are applicable. Search for specific information RE: Tree Conservation Plans, Special Tax Districts and more at PGAtlas.com

- A. **Tree Conservation Plan Notice.** ☐ YES ☐ NO
(if there is a Tree Conservation Plan filed for any part of the Property, PGCAR Form 1329 **MUST** be attached)
- B. **Record Title Holder Notice.** Is Seller/Owner the Record Title Holder? ☐ YES ☐ NO
(if the Seller/Owner does not presently hold title to the Property, PGCAR Form 1328 **MUST** be attached)
- C. **Special Taxing District Notice** ☐ YES ☐ NO
(if Property is located within a Special Tax District as defined in Section 10-269 of the County Code and subject to a Special Tax District Assessment; PGCAR Form 1333 **MUST** be attached)
- D. **General Aviation Airport Environment Disclosure Notice.** ☐ YES ☐ NO
(if Property is located within one (1) mile of a public use/commercial use general aviation airport, PGCAR Form 1312 **MUST** be attached)

SELLER AND BUYER ACKNOWLEDGE THAT THE FAILURE OF THE SELLER TO PROVIDE THE REQUIRED NOTICE(S), IF APPLICABLE, UNDER A., B., AND C. ABOVE IDENTIFIED AND THE FAILURE OF THE SELLER AND BUYER TO SIGN AND DATE SUCH DISCLOSURES IS A CRIMINAL MISDEMEANOR AND THE FAILURE OF THE SELLER TO PROVIDE NOTICES AS IDENTIFIED IN B. AND D. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT AT ANY TIME PRIOR TO SETTLEMENT. FAILURE OF SELLER TO PROVIDE NOTICES AS IDENTIFIED IN A. AND C. ABOVE, IF APPLICABLE, SHALL ENTITLE THE BUYER TO RESCIND THE CONTRACT WITHIN FIVE (5) DAYS FOLLOWING RECEIPT OF THE NOTICE.

INITIALS: BUYER _____ BUYER _____ SELLER _____ SELLER _____

2. HISTORIC SITE/RESOURCE/DISTRICT: ☐ YES ☐ NO

If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

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The Prince George's County Association of REALTORS®, Inc. assumes NO liability in the event this form fails to protect the interest of the parties.

3. UNIMPROVED ROAD:

☐ YES ☐ NO

If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable.

4. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC: Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland, at www.PGAtlas.com, and http://www.pgplanning.org/Planning_Home. Buyer(s) further acknowledges, and is strongly encouraged to take advantage of his/her opportunity to examine the above referenced information and any other information pertaining to the Property that is relevant to Buyer prior to signing or entering into the contract of sale.

5. PROXIMITY OF RECREATION FACILITIES: Buyer(s) acknowledge that if property is adjacent to an existing or planned golf course or other recreational facility the property may be subject to minor damage as a result of the operation of such facility and that insurance against such damage is the responsibility of the Buyer.

6. MILITARY INSTALLATIONS/MILITARY OPERATIONS: This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels. The Property may be located near Joint Base Andrews Naval Air Facility Washington ("Andrews Air Force Base") or locations where military flight operations occur. Properties located near military aircraft operation centers may be impacted by varying degrees of noise, potential aircraft accidents consistent with other airfields or military operations. Andrews Air Force Base may conduct flight operations at any time, seven days per week, twenty-four hours a day. The effects of military operations may extend beyond the boundaries of the military facilities. Buyer is advised that modifications and/or renovation to existing structures within designated areas may be subject to design standards which may include noise mitigation and height limits. Buyer is encouraged to contact Andrews Air Force Base (Public Affairs Office) or seek additional information from the Maryland National Capital Park and Planning Commission (MNCPPC) regarding the impact of military operations in the area considered for purchase. Additional information may be available at www.PGAtlas.com, and from the Air Installation Compatible Use Zone (AICUZ) Study prepared by Andrews Air Force Base which is available at <http://www.andrews.af.mil>.

7. UNCOMPLETED COMMUNITY AMENITIES: Maryland Law, Real Property Article Sec. 10-710, requires that a contract of sale for residential real property located in a community in Prince George's County, MD in which a **home builder** has agreed to provide a community amenity including a country club, golf course, health club, park, swimming pool, tennis court, or walking trail, to specifically identify the amenity to be provided and the date of completion. Is the Property located in a community where a home builder has agreed to provide a community amenity as described above which has not been completed? YES ☐ NO ☐ (If yes, PGCAR Form #1339 MUST be attached to contract)

8. UTILITY USAGE:

Prince George's County Code, Section 13.1107 requires certain sellers of single family residential real property, defined as residential real property improved by four or fewer single family units, to provide, on written request, copies of electric, gas, and home heating oil bills, or a document detailing the monthly electric, gas, and home heating oil usage of the residential property, for the 12-month period before the property was first marketed for sale. If the seller did not occupy the single-family home for the entire prior 12 months, the seller must provide the buyer, on written request, with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

The information required shall be provided if the request is made by a prospective buyer who has signed and submitted an offer to purchase and the seller has access to the information. (See PGCAR Form #1336)

9. CARBON MONOXIDE DETECTORS:

Prince George's County Code, Section 11.295 requires the seller or transferor to install carbon monoxide detectors before or at the time of the transfer of ownership of the following residences:

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One-and two-family residential dwellings. The requirements for installation and maintenance of a carbon monoxide detector in an existing one-and two-family residential dwelling shall be at least one (1) battery-powered carbon monoxide detector installed on each level of the dwelling in close proximity to sleeping quarters in a residence with a gas heating system, fuel burning appliances, and/or an attached garage. Each carbon monoxide detector must comply with all applicable Federal and State regulations and must bear the label of a nationally recognized standard testing laboratory. Each detector must be an Underwriters Laboratory (U.L.) 2034 listed product or its equivalent. The subsequent owner/occupant of each dwelling unit shall be responsible for inspecting and maintaining the carbon monoxide detectors in accordance with the manufacturer's specifications.

10. PROXIMITY TO AGRICULTURAL AND/OR FORESTRY OPERATIONS:

Prince George's County Law, Sec. 30-103.03 requires sellers of real property in the R-O-S, O-S, R-A, R.E., R.R. Zones to provide a statement advising the buyer as follows: Buyer(s) acknowledge that the property offered for sale is in the vicinity of property that is, or may be used, for agricultural or forestry operations. As such, the Property may be subject to activity including, but not limited to, noise, odor, fumes, insects, dust, chemical application and the operation of machinery at various times. Prince George's County has adopted a right to farm ordinance stipulating that inconveniences or discomforts associated with the agricultural/forestry operation shall not be considered an interference with reasonable use and enjoyment of other properties in the vicinity, if such operations are conducted in accordance with generally accepted agricultural and forestry management practices, as referenced in Prince George's County Code, Section 30-102. The County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes that may arise with regard to agricultural or forestry operations when such operations are not conducted in accordance with generally accepted agricultural or forestry management practices. For further information refer to Prince George's County Code, Subtitle 30, Division 1, and/or contact the Director, Department of Environmental Resources.

11. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES: Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. Pursuant to the Maryland Annotated Code, Real Property Article, Sec. 14-117 and Prince George's County Code, Sec 2.162.01, any contract for the sale of real property located in Prince George's County for which there are deferred water and sewer assessments recorded by covenant or declaration for which the purchaser is liable shall contain disclosure, as detailed below, by seller (owner) prior to the time the contract is signed. Failure to comply shall enable an aggrieved party to the sales contract to rescind the contract at any time prior to settlement and any other right or cause of action available to a party to the sales contract shall remain.

(Seller to check appropriate line below):

- ☐ There are currently NO deferred water and sewer assessments or front foot benefit charges assessed against the Property.
- ☐ Currently, front foot benefit charges are paid in the property tax bill for the Property.
- ☐ Deferred water and sewer assessments ARE assessed against the Property in the amount of \$ _____ per year.
- The approximate number of years remaining on the assessment are _____. They are paid to _____ (name of company) with an address of _____ & phone number of _____.

12. PRIVATE WATER AND/OR SEWER SUPPLY: (To be completed by Seller ONLY if Property is served by a private water and/or Sewer company only) Water is supplied to the Property by _____ whose phone number is _____. Sewer service is supplied to the Property by _____ whose phone number is _____.

13. AVAILABILITY OF WATER AND SEWER SERVICE: (Seller to check appropriate boxes)

- A. Water: Is the Property connected to public water? ☐ YES ☐ NO
 If no, has it been approved for connection to public water? ☐ YES ☐ NO
 If not connected, the source of potable water, if any, for the Property is: _____
- B. Sewer: Is the Property connected to public sewer system? ☐ YES ☐ NO
 If no, has it been approved for connection to public sewer? ☐ YES ☐ NO
 If not connected, has a septic system been installed? ☐ YES ☐ NO
 If not connected, has a septic system been approved? ☐ YES ☐ NO
 If not connected, has a septic system been disapproved? ☐ YES ☐ NO
 If yes, explain: _____

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14. PRIVATE UTILITY COMPANY ASSESSMENT:☐ YES ☐ NO

If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount \$ _____ and the frequency of payment is _____ for _____ (utility service provided) and payment is made to _____ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

15. HOA/CONDO/COOP - OWNERSHIP WITH ASSESSMENTS:☐ YES ☐ NO

Ownership Association with mandatory fees ☐ (HOA) ☐ Condominium ☐ Cooperative.

Name of Project/Subdivision: _____

Management Company: _____ Telephone: _____

Assessments/special tax \$ _____ per _____. Special Assessments: \$ _____. Are there any assessments approved but not yet assessed? ☐ YES ☐ NO If yes, amount \$ _____ and explain reason for assessment: _____

16. OTHER ASSESSMENTS:☐ YES ☐ NO

If checked Yes by Seller, Seller acknowledges that the Property is subject to an Assessment in the amount \$ _____ and the frequency of payment is _____ and the Assessment is for _____. and payment is made to _____. Buyer agrees to assume responsibility for this Assessment as of the Date of Settlement.

17. GROUND RENT:☐ YES ☐ NO

If checked Yes by Seller, Seller acknowledges that the Property is subject to an existing ground rent as provided in a lease recorded among the Land Records, or if a ground rent is to be created, Seller will make those disclosures required by law by an appropriate additional clause or addendum to the Contract.

18. UNDERGROUND STORAGE TANK:☐ YES ☐ NO

If checked Yes by Seller, Seller acknowledges that the tank is currently ☐ In Use ☐ Not In Use (check one). Seller further acknowledges that the tank is/was used for _____. If Seller has checked that the tank is not in use, please explain when, where and how the tank was abandoned: _____

19. MOUNT VERNON HISTORIC VIEWSHED:☐ YES ☐ NO

If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 2. Administration, Section 2-162.01, Seller hereby notifies Buyer that the Property being transferred is located within the Mount Vernon Historic Viewshed. Buyer acknowledges that, as such, Buyer is aware that there is a recorded scenic easement from the National Park Service due to the location of the property in the Mount Vernon Historic Viewshed. Failure to comply with this provision shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

20. SMOKE ALARM NOTICE: Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller acknowledges that Seller has read and understands the provisions of Paragraph 20.

(Seller to initial): Initials: Seller _____ Seller _____

21. MUNICIPALITIES: If the Property is located within a Municipality, the name of the Municipality is _____

22. RENTAL LICENSE REQUIRED:

- a) In the event Buyer intends to lease the Property being purchased, or any part thereof, immediately following settlement, or in the future, Buyer acknowledges that Buyer is responsible to timely apply for, obtain and renew a rental facility license from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE) or any municipality requiring a rental license and to pay all fees relating to such application and/or renewal.
- b) Buyer further acknowledges, pursuant to Prince George's County Code Sections 13-186 and 13-189 that:
- 1) A rental license is required in order to lease a single-family or multiple-family rental housing facility located in Prince George's County;
 - 2) A rental license is valid for a period of two (2) years;
 - 3) A rental license as issued by DPIE is non-transferable and terminates upon a change of ownership of the rental facility;

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- 4) In the event Buyer intends to lease the Property, immediately following settlement, Buyer is required to apply for a new or initial rental license with DPIE, and to pay all fees in connection with such application, within thirty (30) days following settlement; and
- 5) Buyer shall be subject to a penalty in the amount of One Thousand Dollars (\$1,000.00) per month, or any portion thereof, during which the rental facility was operated and/or tenant occupied without a valid rental license as issued by DPIE.
- 6) Rental licenses are different from short term rental licenses and cannot be used interchangeably.

Initials: BUYER _____ BUYER _____

23. SHORT-TERM RENTAL LICENSE REQUIRED:

- a) In the event Buyer intends to lease the Property being purchased as a short term rental, or any part thereof, immediately following settlement, or in the future, through a hosting platform (i.e. AIRBNB, VRBO, etc..) or by other means, Buyer acknowledges that Buyer is responsible to timely apply for, obtain and renew a short term rental license from the Prince George's County Department of Permitting, Inspections and Enforcement (DPIE).
- b) Buyer further acknowledges, pursuant to Prince George's County Code Subtitle 5, Division 8 that:
 1. Sec. 5-174, (k) Defines a short-term rental as a residential dwelling unit occupied by a short-term rental guest, other than a permanent occupant, for fewer than 31 consecutive days and no more than 90 days per calendar year, where a host receives monetary compensation for such occupancy, if the owner is not present during the rental. A short-term rental may be occupied by a short-term rental guest for no more than 180 days per calendar year, if the host is present during the short-term rental. A short-term rental provider shall not combine time limits for short-term rentals. The maximum allowable days for a short-term rental are 180 calendar days, provided all requirements are met for that time frame. A short-term rental is a tourist home that is an accessory use to a dwelling, but does not include a hotel, motel, inn, boarding house, group residential facility, and fraternity or sorority house.
 2. A short-term rental license is required in order to rent/lease a single-family or multiple-family housing, or any part thereof, located in Prince George's County;
 3. A short-term rental license is valid for a period of one (1) year from date of issuance;
 4. In the event Buyer intends to rent/lease the Property, or any part thereof, as a short-term rental, immediately following settlement or anytime thereafter, Buyer is required to apply for a short-term rental license with DPIE, and to pay all fees in connection with such application;
 5. Buyer acknowledges that, in addition to and including items 1-4 above, certain other provisions, mandates, restrictions, requirements, and notices apply to short term rentals as detailed in Prince George's County Code, Subtitle 5. Businesses and Licenses, Division 8 - Short Term Rentals, to which Buyer will be bound and obligated;
 6. Rental licenses are different from short-term rental licenses and cannot be used interchangeably.

Initials: Buyer _____ Buyer _____

24. TRANSFER TAX EXEMPTIONS: Is Buyer employed as a;

1. Prince George's County Public School System Classroom Teacher ☐ YES ☐ NO
2. Prince George's County Police Officer, Municipal Police Officer, Deputy Sheriff ☐ YES ☐ NO

If YES, certain County transfer tax exemptions may apply. See PGCAR Form #1327 (Teacher) or Form #1330 (Law Enforcement) to determine if exemption applies.

25. NOTICE: The failure to comply with certain provisions of this addendum (including but not limited to 3., 4., 11., 19) shall enable a party to the contract who is aggrieved by such failure to rescind the contract at any time prior to settlement. The right of rescission is not an exclusive remedy, and any other right or cause of action available to a party to the sales contract shall remain.

26. HEADINGS: The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

BUYER _____ DATE _____ SELLER _____ DATE _____

BUYER _____ DATE _____ SELLER _____ DATE _____

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**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER
MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM dated _____ to the Contract of Sale
between Buyer _____
and Seller _____
for Property known as _____.

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER**:

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
 - (ii) Insulation;
 - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
 - (iv) Plumbing, electrical, heating, and air conditioning systems;
 - (v) Infestation of wood-destroying insects;
 - (vi) Land use matters;
 - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
 - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
 - (ix) Whether the required permits were obtained for any improvements made to the property;
 - (x) Whether the smoke alarms:
 - 1. will provide an alarm in the event of a power outage;
 - 2. are over 10 years old; and
 - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
 - (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and

- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
(ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
(ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

Buyer's Signature

Date

Seller's Signature

Date

Buyer's Signature

Date

Seller's Signature

Date

Agent's Signature

Date

Agent's Signature

Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: _____

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
 - A. that has never been occupied; or
 - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

NOTICE TO SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

NOTICE TO PURCHASERS: The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? _____

Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply ☐ Public ☐ Well ☐ Other _____
Sewage Disposal ☐ Public ☐ Septic System approved for _____ (# bedrooms) **Other Type** _____

Garbage Disposal ☐ Yes ☐ No
Dishwasher ☐ Yes ☐ No
Heating ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age _____ ☐ Other _____
Air Conditioning ☐ Oil ☐ Natural Gas ☐ Electric ☐ Heat Pump Age _____ ☐ Other _____
Hot Water ☐ Oil ☐ Natural Gas ☐ Electric Capacity _____ Age _____ ☐ Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
2. Basement: Any leaks or evidence of moisture?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply
Comments: _____			
3. Roof: Any leaks or evidence of moisture?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Type of Roof: _____ Age _____			
Comments: _____			
Is there any existing fire retardant treated plywood?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
4. Other Structural Systems, including exterior walls and floors:			
Comments: _____			
Any defects (structural or otherwise)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
5. Plumbing system: Is the system in operating condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
6. Heating Systems: Is heat supplied to all finished rooms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
Is the system in operating condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
7. Air Conditioning System: Is cooling supplied to all finished rooms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply
Comments: _____			
Is the system in operating condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply
Comments: _____			
8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?			
<input type="checkbox"/> Yes	<input type="checkbox"/> No.	<input type="checkbox"/> Unknown	
Comments: _____			
8A. Will the smoke alarms provide an alarm in the event of a power outage? <input type="radio"/> Yes <input type="radio"/> No			
Are the smoke alarms over 10 years old? <input type="radio"/> Yes <input type="radio"/> No			
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? <input type="radio"/> Yes <input type="radio"/> No			
Comments: _____			
9. Septic Systems: Is the septic system functioning properly?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply
When was the system last pumped? Date _____ <input type="checkbox"/> Unknown			
Comments: _____			
10. Water Supply: Any problem with water supply?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
Home water treatment system:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
Fire sprinkler system:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown <input type="checkbox"/> Does Not Apply
Comments: _____			
Are the systems in operating condition?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			
11. Insulation:			
In exterior walls?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
In ceiling/attic?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
In any other areas?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Where? _____
Comments: _____			
12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?			
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
Comments: _____			
Are gutters and downspouts in good repair?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown
Comments: _____			

13. Wood-destroying insects: Any infestation and/or prior damage? ☐ Yes ☐ No ☐ Unknown

Comments: _____

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown

Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

☐ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: _____

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?

☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☐ Yes ☐ No ☐ Unknown If yes, specify below

Comments: _____

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☐ No ☐ Unknown

Comments: _____

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The seller(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The seller(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Seller(s) _____ Date _____

Seller(s) _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO SELLER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned seller(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
 - (i) the purchaser; or
 - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☐ No If yes, specify:

Seller _____ Date _____

Seller _____ Date _____

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser _____ Date _____

Purchaser _____ Date _____



DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Property Address: _____

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): ____/____ housing was constructed prior to 1978 OR ____/____ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-base paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i) ____/____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ____/____ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i) ____/____ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ____/____ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

(c) ____/____ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) ____/____ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i) ____/____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ____/____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) ____ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Seller/Landlord _____ Date _____

Buyer/Tenant _____ Date _____

Seller/Landlord _____ Date _____

Buyer/Tenant _____ Date _____

Seller's/Landlord's Agent _____ Date _____

Buyer's/Tenant's Agent _____ Date _____





MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property _____/_____/_____ is or _____/_____/_____ is **not** registered in the Maryland Program (***Seller to initial applicable line***).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (***Seller to initial applicable line***) _____/_____/_____ has; or _____/_____/_____ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (***Seller to initial applicable line***) _____/_____/_____ will; OR _____/_____/_____ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. _____/_____/_____ (**BUYER**)

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Seller's Agent _____ Date _____

Buyer's Agent _____ Date _____





MARYLAND HOMEOWNERS ASSOCIATION ACT
NOTICE TO BUYER

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots,
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE
BUYER(S): _____
SELLER(S): _____
PROPERTY: _____

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act (Act), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act ("the Act"). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act ("the MHAA information") as follows:

(1). A statement as to whether the lot is located within a development;

(2). Fees:

(i). The current monthly fees or assessments imposed by the homeowners association upon the lot;

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and

(iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;

(3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;

(4). A statement as to whether the owner has actual knowledge of:

(i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and

(ii). Any pending claims, covenant violations actions, or notices of default against the lot; and



(5). A copy of:

(i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

A. Architectural Changes, Design, Color, Landscaping, Or Appearance;

B. Occupancy Density;

C. Kind, Number, Or Use Of Vehicles;

D. Renting, Leasing, Mortgaging Or Conveying Property;

E. Commercial Activity; Or

F. Other Matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

_____ Buyer	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Seller	_____ Date



MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): _____

PROPERTY: _____

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as _____

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ _____ per month payable on a _____ basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association was: \$ _____.

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot are _____ or are not _____ (Seller to initial applicable provision) delinquent. If any of the foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency: _____

(3). Seller to initial (i) or (ii) and complete as appropriate:

_____ (i). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development is:

Name: _____

Address: _____

Telephone: _____

_____ (ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

_____ (i). Seller has actual knowledge of: (Seller to initial all which apply)

_____ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: If (A) is initialed, explain: _____

_____ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is initialed, explain: _____



____ (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

(5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

____ A. Articles of incorporation;

____ B. Declaration of covenants and restrictions;

____ C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;

____ D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

(ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are _____ or Are Not _____ enforceable against an owner;

B. Are _____ or Are Not _____ enforceable against the owner's tenants.

The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

Seller Date

Seller Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

Buyer Date

Buyer Date



CONDOMINIUM RESALE NOTICE

ADDENDUM/AMENDMENT dated _____ to Contract of Sale
between Buyer(s): _____
and Seller(s): _____
for Property known as: _____
Condominium Unit # _____ Building # _____, Section/Regime # _____, in
_____ Condominium Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("unit owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.). This information must include the following:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
 - g) A statement of any unsatisfied judgments and the status of any pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
 - h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
 - i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
 - j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.



5. A statement by the unit owner as to whether the unit owner has knowledge:
 - a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;
 - b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and
 - c) The unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following:

1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and
4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

<div style="display: flex; justify-content: space-between;"> Buyer Date </div>	<div style="display: flex; justify-content: space-between;"> Seller Date </div>
<div style="display: flex; justify-content: space-between;"> Buyer Date </div>	<div style="display: flex; justify-content: space-between;"> Seller Date </div>



CONDOMINIUM RESALE DISCLOSURE AND TRANSMITTAL OF DOCUMENTS FROM SELLER AS UNIT OWNER

ADDENDUM/AMENDMENT dated _____ to Contract of Sale
between Buyer(s): _____
and Seller(s): _____
for Property known as: _____
Condominium Unit # _____ Building # _____ Section/Regime
_____, in _____ Condominium
Association.

PART ONE

NOTICE: This notice applies where the condominium project contains seven (7) units or more. Seller ("Unit Owner") is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act (Real Property Article, Annotated Code of Maryland, Section 11-101 et. seq.) This information must include the following, which is attached hereto and made a part hereof or has been attached electronically.

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes the information required under Section 11-135(a)(4).
5. The unit owner states:
 - a) I have _____, do not have _____ knowledge of any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations; or
 - b) I have _____, do not have _____ knowledge of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; or
 - c) I have _____, do not have _____ knowledge that the unit is subject to an extended lease under Section 11-137 of this title or under local law. If so, a copy of the lease is be provided.
6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

NOTICE: This notice applies where the condominium project contains six (6) units or less. Seller is required by law to furnish to buyer(s) not later than fifteen (15) days prior to closing certain information concerning the condominium, which is described in Section 11-135 of the Maryland Condominium Act. This information must include the following, which is attached hereto and made a part hereof or has been attached electronically.

1. A copy of the Declaration (other than the plats);
2. A copy of the Bylaws;
3. A copy of the Rules or Regulations of the Condominium; and



4. A statement by unit owner of his expenses relating to the common elements during the preceding twelve (12) months.
5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

The brokers and agents negotiating this sale assume and accept no responsibility for any representations made in any resale certificate provided in accordance with the Maryland Condominium Act, and by the execution of this Contract of Sale, both Buyer and Seller agree to indemnify, defend, protect and hold harmless the brokers and agents negotiating this contract from any claim demand, suit, cause of action or matter or thing whatsoever arising out of the issuance of any resale certificate.

This Addendum/Amendment is considered part of Contract of Sale and of equal force and effect as all other terms and conditions which otherwise remain the same. This is a legally binding document. If not understood, seek competent legal advice.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

Buyer Date

Seller Date

Buyer Date

Seller Date



RESALE OF CONDOMINIUM UNIT ACKNOWLEDGMENT
RECEIPT OF INFORMATION REQUIRED BY SECTION 11-135 OF
THE MARYLAND CONDOMINIUM ACT

ADDENDUM/AMENDMENT dated _____ to Contract of Sale
between Buyer(s): _____
and Seller(s): _____
for Property known as: _____
Condominium Unit # _____ Building # _____ Parking Space # _____ Section/Regime
_____ in _____ Condominium
Association.

BUYER ACKNOWLEDGES DELIVERY OF THE FOLLOWING ITEMS, NOT LATER THAN FIFTEEN (15) DAYS PRIOR TO CLOSING, AS REQUIRED BY SECTION 11-135 OF THE MARYLAND CONDOMINIUM ACT (THE REAL PROPERTY ARTICLE, ANNOTATED CODE OF MARYLAND, SECTION 11-101 ET. SEQ.):

PART ONE

If Condominium project contains seven (7) units or more:

1. A copy of the Declaration (condominium plat not required).
2. A copy of the Bylaws.
3. A copy of the Rules or Regulations of the Condominium.
4. A certificate from the Council of Unit Owners which includes:
 - a) A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
 - b) A statement of the amount of the common expense assessment and any unpaid common expense or special assessment adopted by the Council of Unit Owners that is due and payable from the selling unit owner;
 - c) A statement of any other fees payable by unit owners to the Council of Unit Owners;
 - d) A statement of any capital expenditures approved by the Council of Unit Owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
 - e) The most recent regularly prepared balance sheet and income expense statement, if any, of the condominium;
 - f) The current operating budget of the condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
 - g) A statement of any unsatisfied judgments or pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;

- h) A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;
- i) A statement as to whether the Council of Unit Owners has actual knowledge of any violation of the health or building codes with respect to the common elements of the condominium; and
- j) A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be part of the common elements.

5. A statement by the Seller ("unit owner") as to whether the unit owner has knowledge:

- a) That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the Declaration, Bylaws, or Rules and Regulations;
- b) Of any violation of the health or building codes with respect to the unit or to the limited common elements assigned to the unit; and
- c) That the unit is subject to an extended lease under Section 11-137 of the Maryland Condominium Act or under local law and, if so, a copy of the lease must be provided.

6. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

PART TWO

If Condominium project contains six (6) units or less:

- 1. A copy of the Declaration (other than the plats);
- 2. A copy of the Bylaws;
- 3. A copy of the Rules or Regulations of the Condominium; and
- 4. A statement by Seller of his expenses relating to the common elements during the preceding twelve (12) months.
- 5. A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

BUYER MAY, AT ANY TIME WITHIN 7 DAYS FOLLOWING RECEIPT OF ALL THIS INFORMATION, RESCIND IN WRITING THE CONTRACT OF SALE, WITHOUT STATING A REASON AND WITHOUT ANY LIABILITY ON BUYERS' PART. UPON RECISSION, BUYER IS ENTITLED TO THE RETURN OF ANY DEPOSIT MADE ON ACCOUNT OF THE CONTRACT. THE RETURN OF ANY DEPOSITS HELD IN TRUST BY A LICENSED REAL ESTATE BROKER TO BUYER SHALL COMPLY WITH THE PROCEDURES SET FORTH SECTION 17-505 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE MARYLAND CODE. ONCE THE SALE IS CLOSED, BUYER'S RIGHT TO CANCEL THIS CONTRACT IS TERMINATED.

Buyer

Date

Buyer

Date

**SHORT SALE ADDENDUM
TO EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM dated _____ to Exclusive Right to Sell Residential Brokerage Agreement
Between Seller(s) _____
and Broker _____
for Property known as _____.

1. **ACKNOWLEDGMENT OF SHORT SALE:** Seller acknowledges that the amount of money necessary to pay in full all loans, debts and obligations secured by lien(s) on the Property, including: 1) mortgage(s); 2) deed(s) of trust; 3) line(s) of credit; 4) unpaid property tax; 5) IRS or State tax liens; 6) judgments; 7) Broker's Fee; and 8) other customary and necessary costs of sale (collectively "Loans/Liens") may exceed the current market value of the Property. Seller is aware of Seller's options, including, but not limited to: 1) negotiating with secured lender(s) or creditor(s) ("Lender") to accept payment in full the proceeds from the sale of the Property, less closing costs and monies owed to Lender ("Short Sale"); 2) negotiating a modification of existing Loans/Liens, including a reduction of the current rate of interest or extension of time to re-pay; 3) refinancing; 4) bankruptcy; 5) foreclosure; or 6) deed-in-lieu of foreclosure. Seller has elected to seek a Short Sale of the Property. If Lender agrees to a Short Sale, the loan debt may not be forgiven entirely. In such event, Seller may be required to pay the difference as a personal obligation and Lender may obtain a judgment against Seller in any legal proceeding to collect the difference. If the Loans/Liens is/are insured by FHA or guaranteed by VA, Seller may be required to pay the difference.

2. **SHORT SALE LENDER APPROVAL:** In order to sell the Property as a Short Sale, Seller acknowledges that any contract for the sale of the Property shall be contingent upon the written approval of Lender within a specified time period as negotiated between Seller and any purchaser of the Property. Seller agrees to include a written Third Party Approval Contingency addendum in any contract offer that Seller accepts.

3. **REQUIREMENTS OF LENDER:** Seller acknowledges that a Short Sale is subject to Lender approval. Lender is not obligated to accept a Short Sale. Lender may impose conditions prior to consideration or approval of a Short Sale, such as obtaining a new appraisal, or requiring Seller to demonstrate hardship or provide copies of tax returns, pay stubs, assets, or other financial information. Lender may inform the IRS or credit reporting companies of the payment shortage. Broker has no control over Lender's decisions. Seller agrees to indemnify Broker and to hold Broker harmless for acts or omissions of Lender. The exact requirements of Lender may vary on a case-by-case basis.

4. **COOPERATION BY SELLER:** Seller acknowledges that time is critical in a Short Sale. Seller agrees to diligently and in good faith cooperate fully and in a timely manner and to promptly provide any and all information, documents, statements, or other written evidence as may be required or requested by Lender or Broker. Such information, document(s), statement(s), or other written evidence may include, but not be limited to: 1) W-2 forms; 2) bank statements; 3) federal and state tax returns; 4) profit and loss statements (if self-employed); 5) financial information disclosing income, assets and debts; and 6) a letter from Seller stating the reasons for hardship to explain why Seller is unable to pay the balance owed and the reason why the Lender should consider the Seller's request to approve a Short Sale. Seller acknowledges that Lender's approval of a Short Sale may take weeks or months to obtain, if approved at all, and that Seller's request for Lender approval of a Short Sale does not preclude Lender from initiating or consummating foreclosure proceedings. Broker, in Broker's sole and absolute discretion, shall have the right to cancel the Listing Agreement in the event Seller shall fail to cooperate with Lender or Broker by not providing all information, documents, statements or other written evidence as required or requested, including the failure of Seller to respond timely to verbal or written communications from Broker.

5. **AUTHORIZATION TO COMMUNICATE WITH LENDER:** Seller hereby irrevocably and unconditionally authorizes Broker to contact and communicate (NOT NEGOTIATE) with Lender throughout the term of the Listing Agreement concerning the application by Seller for a Short Sale, the status of Lender's approval, and the Lender's approval of the Short Sale. Seller agrees to promptly execute any written authorization as required by Lender to permit Broker to discuss with Lender on behalf of Seller, on a continuous basis, during the term of the Listing Agreement, any and all issues relating, directly or indirectly, to the Short Sale.

6. **SUBMISSION OF DOCUMENTS TO LENDER:** Seller authorizes Broker and Sales Associates affiliated with Broker to submit documents to Lender. Seller acknowledges that Broker is not conducting negotiations with Lender, but is merely submitting documents or other information requested by Lender in connection with considering the Short Sale request. Seller acknowledges that Seller must either personally negotiate with Lender or hire a Mortgage Assistance Relief Service Provider or a Maryland attorney to conduct the negotiation. Seller's signature on this Addendum will serve as Seller's authorization that Broker may submit required Short Sale or loss mitigation information and documentation on Seller's behalf.

7. **LENDER REQUESTS:** Broker shall inform Seller of any requests from Lender for a reduction in the real estate brokerage commission on the Short Sale.

8. **BROKER AUTHORITY:** Seller authorizes Broker to disclose to Lender, prospective purchasers and cooperating brokers, whether acting on behalf of Seller or prospective purchasers ("Cooperating Brokers"), that the sale of the Property is a Short Sale and subject to Lender approval. Seller further authorizes Broker to advise Cooperating Broker(s) that Broker may seek to reduce, on a pro-rata basis, the amount of compensation made by Broker through the Multiple Listing Service in the event Lender requires that Broker reduce the Broker's Fee to be paid by Seller, as a condition of the Lender's approval of the Short Sale. The authority as granted by Seller to Broker shall include information through the Multiple Listing Service, advertising, and any contract of sale.

9. **TAX CONSEQUENCES:** Seller acknowledges that if Lender agrees to accept less than full payment, the difference may result in taxable income to Seller even though Seller does not receive any cash proceeds from the sale. Seller may also be taxed on the gain in value of the Property from the date of Seller's purchase to the date of sale, regardless of the amount of any existing Loans/Liens. Seller acknowledges that Broker has advised Seller to consult with a tax advisor or tax professional to explain to Seller the potential income tax consequences of a Short Sale and the applicability of the Mortgage Forgiveness Debt Relief Act of 2007. Seller acknowledges that Seller shall solely and exclusively rely upon the advice of Seller's tax advisor or tax professional as to any and all tax consequences to Seller as a result of the sale of the Property. Seller warrants and represents that Seller has not and shall not rely or act upon any advice by Broker as to any and all tax consequences arising out of the sale of the Property.

10. **CREDIT CONSEQUENCES:** Seller acknowledges that a Short Sale may have a negative impact on Seller's credit rating even if a foreclosure process has not formally begun or once begun is not completed.

11. **TAX, CREDIT AND LEGAL ADVICE:** Broker has advised Seller to consult with legal, credit and tax counsel, prior to the execution of this Listing Agreement regarding the decision of Seller to seek a Short Sale. Seller further acknowledges that Seller is aware that Broker is not an attorney, credit counselor or accountant.

12. **ALTERNATIVES AVAILABLE TO AVOID FORECLOSURE:** Seller acknowledges that Broker has advised Seller to consult with a housing counselor or attorney for discussion about alternatives available to avoid foreclosure. Free housing counseling is available through the Maryland HOPE Program at 1-877-462-7555. Legal advice is available from Legal Aid Bureau, Inc., Foreclosure Legal Assistance Project at 1-800-444-4099.

13. **LIMITATIONS AND INDEMNIFICATION OF BROKER:** Seller acknowledges that Broker will facilitate the Short Sale solely by communications between Seller and Lender. Broker shall have no authority to negotiate the terms and conditions of the Short Sale on behalf of Seller. All matters requiring action or decision by Seller shall be communicated to Seller by Broker for approval by Seller. Seller or Seller's legal or accounting representative is solely and exclusively responsible for direct negotiations with the Lender as to the debt owed. Seller agrees to indemnify and hold harmless Broker, Broker's agents, officers, principals and employees from any and all liability, of every type and nature, arising out of Broker's efforts to facilitate the Short Sale as contemplated in this Addendum or any action or decision by Lender.

Seller represents and warrants that Seller has read and understands the terms and conditions of this Addendum and that Broker has provided to Seller a fully executed copy of this Addendum.

Seller Date

Seller Date

SOLAR PANEL ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated _____ to Exclusive Right to Sell Residential Brokerage Agreement between
Seller _____
and Broker _____
for Property known as _____

1. **ACKNOWLEDGMENT OF SOLAR SYSTEM ON THE PROPERTY.** Seller discloses that the Property contains a solar panel system ("Solar System") manufactured by the following solar energy company:

Solar System Manufacturer: _____
Phone: _____
Address: _____
Email Address: _____

2. **OWNERSHIP.** The Seller owns ☐ **OR** does not own ☐ the Solar System.

3. **LESSOR/LIENHOLDER.** The term "Lessor," as used herein, shall refer to the company that leases the Solar System to Seller, or the servicer of the unpaid loan used by Seller to purchase the Solar System.

4. **FINANCING.** In the event Seller does not own the Solar System, Seller acknowledges that the Solar System is subject to a ☐ lease **OR** ☐ power purchase agreement **OR** ☐ unpaid loan. Payments under such lease, agreement, or loan are payable to:

Lessor: _____
Phone: _____
Address: _____
Email Address: _____

5. **FEES.** The **present fee**, if applicable, is \$ _____ per _____ with a current outstanding balance of approximately \$ _____.

A **transfer fee** in the amount of \$ _____ ("Transfer Fee") will be charged by the Lessor upon transfer of the property from Seller to Buyer. Any such Transfer Fee is payable by:
☐ Seller **OR** ☐ Buyer.

If any additional fees or increases in costs are known to Seller, please provide an explanation of any such fees and/or costs, including the date upon which any such increase would take effect:

6. **SOLAR SYSTEM DOCUMENTS.** Copies of any documentation pertaining to the Solar System are attached and shall be provided to Buyer pursuant to the terms of the Solar Panel Addendum to the Residential Contract of Sale. (Seller to initial): ____/____

7. **SOLAR SYSTEM WARRANTY TRANSFER.** Seller acknowledges that there is ☐ **OR** is not ☐ a solar system warranty. In the event that there is a solar system warranty, Seller acknowledges that it is ☐ **OR** is not ☐ transferrable.

Seller _____ Date _____

Broker (Company Name) _____

Seller _____ Date _____

Broker or Authorized Representative _____ Date _____





SOLAR PANEL ADDENDUM

ADDENDUM _____ dated _____ to Contract of Sale
between Buyer _____
and Seller _____
for Property known as _____.

The following provisions are included in and supersede any conflicting language in the Contract.

1. ACKNOWLEDGMENT OF SOLAR SYSTEM ON THE PROPERTY. A solar photovoltaic ("PV") panel system ("Solar System") has been installed on the Property. The Solar System includes, but is not limited to, all Solar System components, solar panels, inverters, charge controllers, batteries, battery charge controller, backup generator, solar array disconnect, power meter, power converter and cables, if applicable, that are presently in place on the Property.

2. FINANCIAL STATUS OF THE SOLAR SYSTEM. The Solar System is currently: **(Check One):**

- A. ☐ Owned by Seller free and clear (not subject to an existing lease, power purchase agreement or loan) and shall be included in the sale of the Property and conveyed to Buyer at Closing; **OR**
- B. ☐ Subject to an existing lease agreement ("Solar System Lease"), power purchase agreement ("PPA") or financed by an unpaid loan ("Solar System Financing").

3. BUYER AND SELLER AGREEMENT. (TO BE COMPLETED ONLY IF SECTION 2(B) IS CHECKED)

Buyer and Seller agree that **(Check One):**

- A. ☐ Seller shall pay off the Solar System Financing or buy-out/pre-pay the remainder of the Solar System Lease or PPA and shall include the Solar System as part of the sale of the Property and convey the Solar System to Buyer at Closing. The provisions of this Section 3(A) shall survive Closing; **OR**
- B. ☐ Within _____ days from the Date of Contract Acceptance, Seller shall: (i) deliver to Buyer the most recent version of the Solar System Lease, PPA, or Solar System Financing; (ii) deliver to Buyer all other Solar System documents in Seller's possession; (iii) provide to Buyer the name and phone number of the solar company or loan servicer (the "Solar System Documents"); and (iv) notify the solar company or loan servicer of the sale and the name of Buyer. Seller shall work in good faith to assist Buyer in obtaining approval from the solar company or loan servicer to assume the applicable Solar System Lease, PPA or Solar System Financing. Buyer shall assume the Solar System Lease, PPA or Solar System Financing at Settlement and Seller shall be released from all future liability under the applicable Solar System Lease, PPA or Solar System Financing. The provisions of this Section 3(B) shall survive Settlement.

4. BUYER REVIEW PERIOD AND DUE DILIGENCE. In the event Buyer is dissatisfied with the terms of the Solar System Documents, Buyer, upon written notice to Seller given within _____ Days from receipt of the Solar System Documents, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract based on Buyer's dissatisfaction with the terms of the Solar System Documents and the Contract shall remain in full force and effect. Buyer is advised that if the cost, insurability, operation, or value of the Solar System is a material matter to Buyer, it must be



investigated within the allotted timeframe set forth above. This may include, but is not limited to: age, maintenance, solar company or loan servicer fees, end of lease terms, output and production guarantees, utility bills, grid tie-in, payment increases, warranties, homeowner's insurance coverage, and taxes.

5. **ACKNOWLEDGEMENT.** Seller and Buyer recognize, acknowledge, and agree that Brokers are not qualified to advise on solar panel systems, including, but not limited to, cost, insurability, operation, value, or transferability. Seller and Buyer are instructed to consult with independent legal counsel and other qualified licensed professionals to assist in their due diligence efforts. **Seller and Buyer expressly release and hold harmless Broker(s) from liability for any defects, conditions or transferability problems pertaining to the Solar System.**

6. **OTHER.** _____

All other terms and conditions of the Contract of Sale remain in full force and effect.

Buyer Signature Date

Seller Signature Date

Buyer Signature Date

Seller Signature Date



CHANGE IN TERMS ADDENDUM TO BROKERAGE AGREEMENT

ADDENDUM dated _____ (all dates in "mm/dd/yyyy" format) to (**CHECK ONE**):

- ☐ **Exclusive Buyer-Tenant Residential Brokerage Agreement** dated _____.
- ☐ **Exclusive Right to Lease Residential Brokerage Agreement** dated _____.
- ☐ **Exclusive Right to Sell Residential Brokerage Agreement** dated _____.
- ☐ **Exclusive Right to Sell Unimproved Land Residential Brokerage Agreement** dated _____.

between Client(s) _____
and Broker _____
for Property known as _____
(Property Identification N/A if Addendum to Exclusive Buyer-Tenant Residential Brokerage Agreement).

Client(s) and Broker acknowledge and agree that the above-identified Brokerage Agreement shall be modified as follows:

Only those Paragraphs initialed by both Client(s) and Broker shall be binding on the parties.

- 1. TERM OF BROKERAGE AGREEMENT:** The above-identified Brokerage Agreement shall now continue until midnight on _____ (mm/dd/yyyy), unless terminated in accordance with the provisions of the Brokerage Agreement required to be stated under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act.
- 2. LISTING PRICE or LEASE PRICE (N/A to Exclusive Buyer-Tenant Residential Brokerage Agreement):** The LISTING PRICE or LEASE PRICE, as applicable to the above-identified Brokerage Agreement, is changed from \$ _____ to \$ _____.
- 3. OTHER:** _____

All other terms and conditions of the above-identified Brokerage Agreement remain in full force and effect.

Client Signature **Date**

Broker (Company Name)

Client Signature **Date**

Broker/Authorized Representative Signature **Date**

