



2023 Statewide Forms Manual of Changes and Practice Tips

Each fall, Maryland REALTORS® presents updates to its Statewide Forms Library, which contains the form contracts, disclosures, and addenda that members like you use to service clients and bring real estate transactions to settlement. This Manual is designed as a guide for Maryland REALTORS® members to understand the revisions to existing forms and the creation of new forms which will go into effect on October 2, 2023.

As always, brokers and office managers seeking additional support are welcome to contact our Legal Affairs Department attorneys to schedule Statewide Forms Update sessions for their agents. Association attorneys are also available via our Legal Hotline service to answer questions about all of our Statewide Forms.

I. NEW FORMS

Assumption Addendum

The Maryland REALTORS® Residential Contract of Sale includes an Assumption Addendum in its list of Addenda, however, such an Addendum did not exist in the Maryland REALTORS® Forms Library. Thus, Maryland REALTORS® created an Assumption Addendum. The Assumption Addendum is to be used when the property being sold has an existing mortgage and the buyer and seller agree that the buyer may take over or "assume" that mortgage as part of the purchase, subject to lender approval. The Assumption Addendum outlines the terms and conditions under which a buyer assumes responsibility for an existing mortgage on the property being purchased.

Practice Tip – The lender holding the existing mortgage may require the Buyer to submit an application to prove the Buyer's creditworthiness and ability to assume the mortgage.

Exclusive Commercial Buyer/Tenant Representation Agreement

This agreement outlines the terms and conditions under which a brokerage will exclusively represent a commercial property buyer or tenant in their search for suitable properties.

Practice Tip – Members should be familiar with the majority of the terms in this agreement as it has been modeled after the Exclusive Buyer/Tenant Residential Brokerage Agreement.

Foreign Investment in Real Property Tax Act (“FIRPTA”) Addendum

The Maryland REALTORS® Residential Contract of Sale references a FIRPTA Addendum, however, such an Addendum did not exist in the Maryland REALTORS® Forms Library. Thus, Maryland REALTORS® created a FIRPTA Addendum. Under FIRPTA, a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if the amount realized by the Seller exceeds Three Hundred Thousand Dollars (\$300,000.00) and the seller is a foreign person, as defined by the I.R.S. The Seller should use the FIRPTA Addendum to notify the Buyer that the transaction is subject to FIRPTA or whether the Seller is claiming a FIRPTA exemption.

Forest Conservation Act Addendum

The Maryland REALTORS® Residential Contract of Sale references a Forest Conservation Act Addendum, however, such an Addendum did not exist in the Maryland REALTORS® Forms Library. Thus, Maryland REALTORS® created a Forest Conservation Act Addendum. The Seller should use the Forest Conservation Act Addendum to put the Buyer on notice that the property is subject to a Forest Conservation Plan which may restrict the Buyer’s use of the property.

Practice Tip – The Maryland Forest Conservation Act (“FCA”) states that any activity requiring an application for a subdivision, grading permit or sediment control permit on areas 40,000 square feet (approximately 1 acre) or greater is subject to the FCA and will require a Forest Conservation Plan prepared by a licensed forester, licensed landscape architect, or other qualified professional unless certain exemptions apply. A Forest Conservation Plan provides specifics for retaining and protecting existing natural resource areas and provides for new tree plantings and their maintenance to ensure survival during construction.

On-Site Sewage Disposal System (“OSDS”) Inspection Notice

The OSDS Inspection and Test Addendum calls for the parties to exchange written notifications regarding the results of the OSDS Inspection and Test, however, Maryland REALTORS® did not provide a notice form for the parties to use. Thus, the OSDS Inspection Notice was created. Parties can now use the OSDS Inspection Notice to share the test results and negotiate repairs in connection with the OSDS Inspection and Test.

Practice Tip – Members should be familiar with the format of the OSDS Inspection Notice as it is modeled after the Property Inspections Notice.

Owner Financing Contingency Addendum

The Maryland REALTORS® Residential Contract of Sale includes an Owner Financing Contingency Addendum in its list of Addenda, however, such an Addendum did not exist in the Maryland REALTORS® Forms Library. Thus, Maryland REALTORS® created an

Owner Financing Contingency Addendum. The Owner Financing Contingency Addendum outlines the terms and conditions under which a Buyer and Seller agree to a sale where the Seller provides financing to the Buyer. In other words, the Seller acts as the lender, allowing the Buyer to make payments directly to the Seller instead of obtaining a traditional mortgage from a bank or financial institution.

Practice Tip – Owner financing is a complex transaction governed by many State and Federal laws. Real estate brokers are not qualified, nor licensed, to ensure that the terms of the Owner Financing Contingency Addendum comply with these laws. Members are strongly encouraged to advise their clients to consult with a competent legal professional when considering Owner Financing.

Seller's Home of Choice Addendum

The Maryland REALTORS® Residential Contract of Sale includes a Seller's Purchase of Another Property Addendum in its list of Addenda, however, such an Addendum did not exist in the Maryland REALTORS® Forms Library. Thus, Maryland REALTORS® created such an Addendum but under a different name – Seller's Home of Choice Addendum. This Addendum allows the Seller to make the Contract contingent upon the Seller's purchase, financing, settlement, or lease of a new property.

Practice Tip – Members should be familiar with the format of the Seller's Home of Choice Addendum as it is modeled after the Sale, Financing, Settlement or Lease of Other Real Estate Addendum which Buyers currently use to make the Contract contingent upon the Buyer's sale, financing, settlement or lease of their existing home or other real estate.

Water Quality Test Notice

The Water Quality Test Addendum calls for the parties to exchange written notifications regarding the results of the Water Quality Test, however, Maryland REALTORS® did not provide a notice form for the parties to use. Thus, the Water Quality Test Notice was created. Parties can now use the Water Quality Test Notice to share test results and negotiate corrective action in connection with the Water Quality Test.

Practice Tip – Members should be familiar with the format of the Water Quality Test Notice as it is modeled after the Property Inspections Notice.

Water Yield Test Notice

The Water Yield Test Addendum calls for the parties to exchange written notifications regarding the results of the Water Yield Test, however, Maryland REALTORS® did not provide a notice form for the parties to use. Thus, the Water Yield Test Notice was created. Parties can now use the Water Yield Test Notice to share test results and negotiate corrective action in connection with the Water Yield Test.

Practice Tip – Members should be familiar with the format of the Water Yield Test Notice as it is modeled after the Property Inspections Notice.

II. REVISED FORMS

Consumer Notice to Buyers of Residential Real Estate in Maryland

A Condominium/HOA Reserve Study disclosure has been added to the Consumer Notice to Buyers of Residential Real Estate in Maryland. House Bill 107, passed by the Maryland General Assembly during the 2022 legislative session, requires all condominiums and homeowners associations (whose common area components require a total initial purchase and installation cost of at least \$10,000) to update their reserve study every five years or conduct a new study by October 1, 2023 if no prior study has been performed. Condominiums or homeowners associations conducting their first reserve study must achieve the recommended annual reserve funding within three fiscal years. To meet this funding requirement, the monthly dues for residents will likely increase, or a special assessment may be imposed. The Condominium/HOA Reserve Study disclosure paragraph warns Buyers of the potential increase in dues or special assessments and advises Buyers to pay close attention to the reserve study report of a condominium/HOA.

Practice Tip – The Consumer Notice to Buyers of Residential Real Estate in Maryland should always be included with an Exclusive Buyer/Tenant Representation Agreement.

Escrow Agreement Between Buyer, Seller, and Escrow Agent

The “Distribution of Deposit” Paragraph has been modified to include the new release of deposit procedure set forth by Senate Bill 651. Senate Bill 651, passed by the Maryland General Assembly in 2023, changed the process for the release of an earnest money deposit when the Buyer terminates the Contract pursuant to a contingency. Under the new law, if a Buyer terminates the Contract pursuant to a contingency as defined by Section 10-803(a)(2) of the Real Property Article, Annotated Code of Maryland, they may provide a written notice to the Seller and the holder of the deposit requesting the full return of the deposit. If the Seller wants to protest the release of the deposit, Seller must provide the holder of the deposit with a notarized, written request for mediation relating to the release of the deposit within ten (10) days of receipt of the Buyer’s request. If the Seller does not protest the release of the deposit or if they fail to provide the holder of the deposit with a notarized, written request for mediation within the ten (10) day period, the holder of the deposit shall distribute the deposit to the Buyer within thirty (30) days of receipt of the Buyer’s request.

Practice Tip – The “old” release of deposit procedure still remains in the Distribution of Deposit Paragraph of the Escrow Agreement. The “old” release of deposit procedure should be followed when the Seller terminates

the Contract or if the Buyer terminates the Contract for a reason other than a contingency as defined by Section 10-803(a)(2) of the Real Property Article, Annotated Code of Maryland.

Exclusive Right to Lease Residential Brokerage Agreement, Exclusive Right to Sell Residential Brokerage Agreement, and Exclusive Right to Sell Unimproved Land Brokerage Agreement

- A Wire Fraud Disclosure has been added to all agreements.
- In accordance with Senate Bill 579, passed by the Maryland General Assembly in 2023, the “Listing Term” Paragraph has been modified on all agreements to note that the listing term of the agreement may not be longer than one (1) year in duration.
- In the Exclusive Right to Sell Residential Brokerage Agreement, the newly created “FIRPTA Addendum” has been added as a checkbox in the “Addenda” Paragraph.

Exclusive Buyer/Tenant Residential Brokerage Agreement

In accordance with Senate Bill 579, passed by the Maryland General Assembly in 2023, the “Buyer Agency Term” Paragraph has been modified to note that the buyer agency term of the agreement may not be longer than one (1) year in duration.

General Residential Dwelling Lease Template

Pursuant to House Bill 102, passed by the Maryland General Assembly in 2023, a “Pet Protection During Eviction/Loss of Possession of Property” Paragraph has been added to the General Residential Dwelling Lease Template providing a tenant with a link to a flier on the Maryland Department of Agriculture website. The flier provides information on how an evicted tenant can provide temporary or permanent housing for their pet.

Post Settlement Occupancy Agreement

The “Term of Occupancy and Consideration” Paragraph has been modified to specify the exact time of day for when the Seller must vacate the property.

Residential Contract of Sale

- The “Deposit” Paragraph has been updated to reflect the new release of deposit procedure set forth by Senate Bill 651.
- The new FIRPTA and Forest Conservation Act addenda have been added to the list of Addenda.
- The titles of the “Sale, Financing, Settlement or Lease of Other Real Estate” and the “Home of Choice” addenda have been changed to “Buyer’s Sale, Financing, Settlement or Lease of Other Real Estate” and “Seller’s Home of Choice” respectively.

Sale, Financing, Settlement or Lease of Other Real Estate Addendum

The Sale, Financing, Settlement or Lease of Other Real Estate Addendum only relates to the Buyer's disposition of their existing home or other real estate. Thus, to label the Addendum more accurately, the title has been changed to Buyer's Sale, Financing, Settlement or Lease of Other Real Estate Addendum.

Unimproved Land Contract of Sale

Paragraph 26 of the Unimproved Land Contract of Sale has been modified to include an additional contingency for whether the property can connect to the public sewage system.

III. RETIRED FORMS

The following forms will be retired from the Maryland REALTORS® Statewide Forms Library as of October 2, 2023:

1. COVID-19 Addendum to Exclusive Right to Sell Residential Brokerage Agreement or Exclusive Right to Lease Residential Brokerage Agreement
2. COVID-19 Related Delay Addendum

ASSUMPTION ADDENDUM

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

- Assumption of Existing Loan.** Except as may be provided in Section 2 of this Assumption Addendum, Buyer shall assume and pay an Existing Loan (the "Existing Loan") in the approximate amount of \$_____. The current interest rate on the existing loan is ____% Fixed OR ____% Adjustable. The Existing Loan is presently payable at \$_____ per month which includes: ____ principal and interest; ____ real estate taxes; ____ property insurance premium; ____ mortgage insurance premium. Seller agrees to provide to Buyer copies of any notes and deeds of trust to be assumed by Buyer. Seller represents that the Existing Loan is assumable. Buyer agrees to timely make application to the Lender/Loan Servicer to assume the Existing Loan, if required. If the Existing Loan requires approval of Buyer by the Lender/Loan Servicer, then Seller will within ____ days from the date hereof obtain Lender's/Loan Servicer's required application forms and provide them to Buyer. Buyer shall complete and return the forms and any required fee to Lender/Loan Servicer. If Buyer is not approved to assume the Existing Loan within ____ days from the date hereof, Buyer may elect to either: (1) terminate the Contract of Sale, in which case the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract or (2) pursue alternate financing per the terms of Paragraph 23 of the Residential Contract of Sale.
- Assumption Fees and Other Charges by Lender/Loan Servicer.** Buyer agrees to pay any assumption and transfer fees charged by the Lender/Loan Servicer, as long as the total of these fees does not exceed \$_____. Buyer also agrees to pay any interest rate increase required by the Lender/Loan Servicer as long as this does not make the new interest rate on the Existing Loan exceed ____%. If such fees or interest rate increases exceed these amounts, then the Buyer may elect to either: (1) terminate the Contract of Sale, in which case the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract or (2) pursue alternate financing per the terms of Paragraph 23 of the Residential Contract of Sale.
- Release of Liability.** The Contract of Sale IS IS NOT conditioned on Seller being released from liability on the Existing Loan.
- Difference in Loan Balance.** Seller shall cover any net differences between the approximate balance owed on the Existing Loan as shown in Section 1 and the actual balance on the Existing Loan at settlement either by ____ cash payable at settlement OR ____ Other _____.
- Notice to Buyer.** If you are concerned about the possibility of future adjustments, monthly payments, interest rates or other terms, do not sign the Assumption Addendum without examining the notes and deeds of trust and seeking competent legal advice.
- Notice to Seller.** Seller's liability to pay the Existing Loan assumed by Buyer will continue unless Seller obtains a release of liability from the Lender/Loan Servicer.
- Due on Sale Notice.** Any note to be assumed or the deed of trust securing the note may contain a provision, commonly known as a "Due on Sale" clause, stating that the noteholder may declare the note to be immediately due and payable upon conveyance of an interest in the Property. If the noteholder fails to consent to the sale and assumption of the Existing Loan, the noteholder may have the right to declare the entire note to be immediately due and payable in full.
- Escrow Account.** Buyer agrees to reimburse Seller at Settlement for any escrow (or impound) account balance held by the Lender/Loan Servicer for property taxes and homeowner's insurance. Buyer and Seller understand that a Lender/Loan Servicer controls the distribution of the escrow and may prohibit Buyer from reimbursing the escrow (or impound) account balance to Seller at settlement. Prior to settlement, Buyer and Seller should consult the Lender/Loan Servicer as to how the escrow will be distributed.

9. **VA Loan.** If the Existing Loan is a VA Loan, Buyer hereby agrees to complete, sign, and provide VA Form 26-6382 Statement of Purchaser or Owner Assuming Seller's Loan and VA Form 26-6807 Financial Statement at settlement. Buyer acknowledges that VA form numbers are subject to change and Buyer has the responsibility to identify and submit the correct forms at settlement.

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**





EXCLUSIVE COMMERCIAL BUYER/TENANT REPRESENTATION AGREEMENT

THIS FORM IS FOR USE IN CONNECTION WITH THE SALE OR LEASE OF COMMERCIAL IMPROVED OR UNIMPROVED PROPERTIES ONLY. IT SHOULD BE USED ONLY BY PRACTITIONERS WITH EXPERIENCE IN COMMERCIAL REAL ESTATE TRANSACTIONS OR UNDER THE SUPERVISION OF AN EXPERIENCED COMMERCIAL REAL ESTATE PRACTITIONER.

THIS EXCLUSIVE COMMERCIAL BUYER/TENANT REPRESENTATION AGREEMENT (“Agreement”) is entered into this ___ day of _____, _____ by and between _____ (“Broker”), and _____ (“Client”).

In consideration of the services to be rendered by Broker, the Client grants to the Broker the exclusive right to represent Client in the purchase or lease of real property (the “Project”). This exclusive right to represent and the terms and conditions contained herein shall be limited to the Project as defined below:

1. **THE PROJECT**

To assist Client in purchasing a parcel of real property or obtaining a leasehold located in _____ with the following characteristics:

_____.

2. **NO OBLIGATION TO PURCHASE OR LEASE**

Client shall be under no obligation to purchase or lease any property submitted to Client by the Broker for review and consideration.

3. **TERM OF AGREEMENT**



This agreement shall be effective on _____ (mm/dd/yyyy) and shall continue until midnight on _____ (mm/dd/yyyy), (the "Term" unless terminated in accordance with the provisions of Section 3.1 or extended in accordance with the provisions of Section 3.2 of this Agreement.

3.1 TERMINATION

After _____, 20____, either party shall have the right to terminate this Agreement upon not less than _____ (____) days' prior written notice to the other party. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, or as mutual agreement by the parties and pursuant to any applicable federal, state, or local law(s).

3.2 EXTENSION OF TERM

If a Contract for Sale is entered into by Client during the Term which provides for settlement to occur after the expiration or other termination of the Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract for Sale is released in writing by the parties. In addition, if a written offer for the Sale of the Property is submitted before the expiration or termination of the Term, the Term shall continue until final disposition of such offer. Under such circumstances, neither party has the option to terminate this Agreement pursuant to Section 3.1 hereof during such time. In addition, the parties may extend the Term by a written agreement signed by the parties.

4. CLIENT RESPONSIBILITIES

A. Exclusive Relationship with Broker: Client will work exclusively with Broker during the term of this relationship.

B. Financial Information: Client will furnish Broker with necessary financial and personal information to reasonably establish Client's ability to purchase or lease property.

C. Signs or Advertisements for Property: If Client sees any signs or advertisements for properties being offered for sale or lease, Client will not contact the Seller or agent of the Seller but will first contact Broker named herein, who will provide information about the properties and then make arrangements to see them, if appropriate.

5. BROKER RESPONSIBILITIES

A. Locate Real Property: Use professional knowledge and skills to locate and present real property, which is available for purchase or lease and suitable for the Client's needs.

B. Assist the Client: Assist Client through the process of property acquisition.

C. Represent Client's Interests: Represent the interests of the Client in negotiations and transactions regarding the acquisition of real property.



D. Licensing: Broker hereby represents that it and its personnel providing services are, to the extent required by law, duly licensed. Broker shall, at its expense, obtain and keep in full force and effect throughout the Term of this Agreement all licenses and permits required to be maintained by Broker in connection with the rendering of the services.

6. BROKER'S COMPENSATION:

The amount of Broker compensation is not prescribed by law or established by any membership organization with which Broker is affiliated.

A. Compensation to be Paid by Client: In the event of a sale or lease, the Compensation to be paid by Client to Broker shall be:

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

1. During the term of this Agreement or any extension thereof (i) Client or any person or entity acting on Client's behalf executes a written agreement to purchase or lease any Property to any person or entity, through the efforts of anyone including Client, in which event, Client within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or (ii) if during the period of _____ days following the expiration or termination of this Agreement, Client executes a lease or written agreement to purchase any Property to any person or entity that Client inspected, made inquiry about, or negotiated to purchase or lease during the term of this Agreement or any extension thereof, in which event, Client within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or
2. Client defaults or voluntarily agrees to terminate a sale or lease; or
3. Client breaches this Agreement.

In the event a lease is executed, the Compensation due Broker shall be paid as follows: _____

In the event of a sale, the Compensation due Broker shall be paid at settlement as a convenience to Client. Client acknowledges and agrees that settlement on the Property shall not be a condition precedent to Client'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. Client shall have no obligation to pay



the Compensation to Broker if Client enters into an Exclusive Commercial Buyer-Tenant Representation Agreement with 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 Client shall have been made for the purpose of avoiding the obligation of Client to pay the Compensation to Broker.

B. Fee Paid By Seller: Broker is authorized to receive compensation from the listing broker/seller. Compensation may be offered from the listing broker to Broker through the multiple listing service or from seller as negotiated by Broker and seller for real property which is not listed with another broker. The amount of compensation received by Broker from a listing broker or from a seller shall be credited against the Compensation agreed upon in Section 7.A. Client shall be obligated to pay any difference between the amount owed and the amount paid by the listing broker/seller. In the event the amount of compensation offered by the listing broker/seller is greater than that specified in Section 6.A., Client authorizes Broker to receive such compensation and to retain any such additional compensation without pro ration or rebate to Client. The amount of any such payment made by listing broker/seller shall be with the seller's and Client's prior knowledge and consent and shall in no way affect the obligation of the Broker to act on behalf of the Client in the transaction.

7. DISCLAIMER AND LIMITATIONS

A. Limitations of Broker's Duties: Client acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector or other professional service provider. Client has been advised to seek professional advice for legal, tax and other matters.

B. Representation of Other Clients: Client acknowledges that Broker may represent other buyers and that other potential buyers may consider, make offers on, lease or purchase properties through Broker. Client consents to Broker's representation of other buyers before, during, and after the expiration of this Agreement.

C. Subsequent Offers: Upon entering into a Contract of Sale or Lease pursuant to this Exclusive Commercial Buyer/Tenant Representation Agreement, Broker shall have no further obligation hereunder to procure any subsequent properties for Client.

D. Dual Agency/Conflicts: Client acknowledges that in some cases Broker may also represent sellers of commercial property through one or more of its agents. Client acknowledges the possibility of Broker representing both the seller and Client in the sale or lease of certain commercial property and consents to the dual representation created thereby. Broker shall not disclose the confidential information of one principal to the other. In the event of such dual agency, Broker may accept compensation from the seller in addition to the compensation provided for in this Agreement, provided that Broker discloses the fact and amount of such compensation to Client.

E. Ministerial Acts: Client hereby consents to and authorizes Broker and Broker's agents to provide ministerial acts as defined by law on behalf of Client to third persons in connection with the purchase or lease of the Property.



F. Confidentiality of Offers: Client acknowledges the possibility that sellers or sellers' representatives may not treat the existence, terms or conditions of the Client's offer as confidential information.

8. NOTICES

All notices or other communications required or permitted under this Agreement shall be in writing and shall be sent by a nationally recognized courier service or personally delivered (including by means of professional messenger service), sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic means, including facsimile transmission or e-mail or electronic signature with proof of delivery, to the addresses set forth below, and shall be deemed received when actually received.

To Client: Company Name: _____
 Address: _____
 Attn: _____
 Telephone/Mobile: _____
 Facsimile: _____
 E-mail: _____

To Broker: _____

 Attn: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

9. CHANGE OF ADDRESS

Notice of a change in address shall be given by notice in the manner set forth in Section

10. GENERAL PROVISIONS

10.1 GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles.

10.2 AMENDMENT, MODIFICATION AND TERMINATION

This Agreement may be amended, modified or terminated only by written agreement of Broker and Client.

10.3 ASSIGNMENT



This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party.

10.4 COUNTERPARTS/ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by electronic means, including, but not limited to, by pdf or e-signature.

10.5 HEADINGS

The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

10.6 AUTHORITY

Each individual signing this Agreement on behalf of a party warrants and represents to the other party that he has the authority to execute this Agreement on such party's behalf and to bind such party to the terms hereof.

10.7 SEVERABILITY

In the event any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable for any reason whatsoever, that provision shall be severed from this Agreement and shall not affect the validity of the remainder of the Agreement.

10.8 THIRD PARTIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

10.9 LIMITATION OF LIABILITY

Except for Broker's gross negligence or willful misconduct, Broker's liability for any breach or negligence in its performance of its obligations hereunder, shall be limited to the amount of compensation actually received by Broker in any transaction hereunder.

10.10 EQUAL OPPORTUNITY



Properties shall be shown and made available to the Buyer without regard to age, race, color, religion, sex, handicap, familial status or national origin as well as all classes protected by the laws of the United States, the State of Maryland and applicable local jurisdictions.

10.11 ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, by any officer, employee or representative of any party hereto.

IN WITNESS WHEREOF, this Agreement has been executed by Client and Broker, through their duly authorized representatives, as of the day and year first above written.

CLIENT:

Client Name: _____

Signature: _____

Name of Authorized
Representative: _____

Corporate Title (if
Applicable): _____

Date: _____

BROKER:

Broker Name: _____

Signature: _____

Name of authorized
Representative: _____

Date: _____



OWNER FINANCING CONTINGENCY ADDENDUM

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

Owner financing is a complex transaction governed by many State and Federal laws. Real estate brokers are not qualified, nor licensed, to ensure that the terms of this Owner Financing Contingency Addendum comply with these laws. Buyer and Seller are strongly advised to consult with a competent legal professional.

1. **CREDIT TERMS.** The terms of the Credit Documents referred to in this Owner Financing Contingency Addendum are as follows:

- Principal. \$ _____ principal amount of the note (the "Note");
- Interest. Interest at _____ % per month or other _____.
- Remaining principal balance due in _____ years.
- First payment due on _____. Additional principal payments, balloon payments or other terms as follows:

_____.

2. **CREDIT INFORMATION.** Within _____ (____) days after the execution of the Owner Financing Contingency Addendum, Buyer shall furnish all credit, employment, and financial information reasonably required by Seller ("Credit Information"). Buyer **SHALL** or **SHALL NOT** provide Seller with copies of IRS tax returns for the two preceding tax years. Buyer shall provide to Seller, at Buyer's expense, a current credit report on Buyer from a consumer credit reporting agency. Buyer acknowledges that Seller may contact Buyer's current employer for verification of employment.

3. **SELLER'S RIGHT TO CANCEL.** If Seller determines, in Seller's sole discretion, that the Credit Information is unacceptable, Seller, within _____ (____) days of receiving the Credit Information, may either: (i) cancel the Contract of Sale by delivering a Unilateral Notice of Termination Under Contract of Sale to Buyer and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract or (ii) resolve in writing with Buyer any objections Seller has with the Credit Information.

3.1 **Failure To Cancel Or Resolve Objections.** If Seller fails to cancel the Contract of Sale or attempt to resolve in writing any objections Seller has with the Credit Information, as provided in Section 3 of this Addendum, Seller shall be deemed to have waived Seller's right to cancel the Contract of Sale pursuant to Section 3 of this Addendum.

4. **CREDIT DOCUMENTS.** Seller's extension of credit to Buyer shall be evidenced by : **Note and Deed of Trust;**
or **Other** _____ (hereinafter "**Credit Documents**") and shall be recorded against the Property at settlement.

4.1 **Creation of Documents.** The Seller shall pay for and be responsible for the creation of the Credit Documents.

4.2 **Deadline for the Delivery of the Credit Documents.** The Seller shall provide the Credit Documents to the Buyer within _____ (____) days from the execution of the Owner Financing Contingency Addendum.

4.3 Right to Cancel or Resolve Objections. If the Buyer determines, in the Buyer's sole discretion, that the Credit Documents are unacceptable, the Buyer, within _____(_____) days following receipt of the Credit Documents, may either (i) cancel the Contract of Sale by delivering a Unilateral Notice of Termination Under the Contract of Sale to the Seller and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract or (ii) resolve in writing with the Seller any objections the Buyer has with the Credit Documents.

4.4 Failure to Cancel or Resolve Objections. If the Buyer fails to cancel the Contract of Sale or fails to resolve in writing with the Seller any objections the Buyer has arising from the Credit Documents, as provided in Section 4.3 of this Addendum, the Buyer shall waive any right to cancel the Contract of Sale based on the Credit Documents.

5. TITLE INSURANCE. Buyer **SHALL** or **SHALL NOT** provide to Seller a lender's policy of title insurance in the amount of the indebtedness to the Seller, and, if applicable, shall pay for such policy at settlement.

6. DISCLOSURE OF TAX IDENTIFICATION NUMBERS. By no later than settlement, Buyer and Seller shall disclose to each other their respective Social Security Numbers or other applicable tax identification numbers so that they may comply with federal laws on reporting mortgage interest in filings with the Internal Revenue Service.

7. ADDITIONAL TERMS.

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

Buyer **Date**

Seller **Date**

Buyer **Date**

Seller **Date**



SELLER'S HOME OF CHOICE ADDENDUM

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

The Contract is contingent upon the Seller's purchase, financing, settlement, or lease, as initialed below, of a new property ("Seller's Home of Choice") and Seller's delivery to Buyer of written documentation of such event as initialed below within the time period specified.

Only those sections below, (A, B, C), initialed by both Buyer and Seller shall apply to this Addendum.

- _____ A. The Contract is contingent upon the Seller entering into a written contract of sale for the purchase of Seller's Home of Choice on or before _____(Date).
- _____ B. The Contract is contingent upon the Seller receiving written financing commitment for the purchase of Seller's Home of Choice on or before _____(Date).
- _____ C. The Contract is contingent upon:
- _____ 1. the settlement of Seller's Home of Choice on or before _____(Date).
- OR**
- _____ 2. the execution of a written Lease Agreement for Seller's Home of Choice on or before _____(Date).

If the above initialed event(s) do(es) not occur (and/or if Buyer has not received appropriate documentation) by the date specified, either Buyer or Seller, upon written notice to the other, may declare the Contract null and void and of no further force and effect and, in such event, all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. All timeframes in the Contract shall begin when the Seller removes these contingencies or upon the Deadline, whichever is earlier.

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**



3. RESPONSE FROM SELLER TO BUYER (Check One):

A. Seller Agrees to complete the Corrective Action as specified in Paragraph 2.B. (No response from Buyer is required.)

OR

B. Seller will NOT complete the Corrective Action specified in Paragraph 2.B as the cost of the Corrective Action exceeds the amount set forth in the Water Quality Test Addendum.

Seller Signature

Date

Seller Signature

Date

4. RESPONSE FROM BUYER TO SELLER. Buyer, having received Seller's written notice in Paragraph 3 that Seller will NOT complete the Corrective Action (3.B) gives written notice to Seller as follows **(Check One):**

A. Buyer accepts Seller's response and refuses to pay the cost of the Corrective Action that exceeds the amount set forth in the Water Quality Test Addendum. Buyer may terminate the Contract of Sale by delivering a Unilateral Notice of Termination Under Contract of Sale to Seller.

OR

B. Buyer accepts Seller's response and agrees to pay the cost of the Corrective Action that exceeds the amount set forth in the Water Quality Test Addendum.

Buyer Signature

Date

Buyer Signature

Date

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



3. RESPONSE FROM SELLER TO BUYER (Check One):

A. Seller Agrees to complete the Corrective Action as specified in Paragraph 2.B. (No response from Buyer is required.)

OR

B. Seller will NOT complete the Corrective Action specified in Paragraph 2.B as the cost of the Corrective Action exceeds the amount set forth in the Water Yield Test Addendum.

Seller Signature

Date

Seller Signature

Date

4. RESPONSE FROM BUYER TO SELLER. Buyer, having received Seller's written notice in Paragraph 3 that Seller will NOT complete the Corrective Action (3.B) gives written notice to Seller as follows **(Check One):**

A. Buyer accepts Seller's response and refuses to pay the cost of the Corrective Action that exceeds the amount set forth in the Water Yield Test Addendum. Buyer may terminate the Contract of Sale by delivering a Unilateral Notice of Termination Under Contract of Sale to Seller.

OR

B. Buyer accepts Seller's response and agrees to pay the cost of the Corrective Action that exceeds the amount set forth in the Water Yield Test Addendum.

Buyer Signature

Date

Buyer Signature

Date

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



Consumer Notice to Buyers of Residential Real Estate in Maryland

(Include with Exclusive Buyer/Tenant Representation Agreement)

Buyers of residential real estate in Maryland are advised to inquire about the following items:

COVENANTS RUNNING WITH THE LAND: Covenants running with the land are agreements that stipulate that ownership of the land cannot be transferred unless the new owner agrees to continue to abide by the covenants. They cannot be separated from the land and transfer with it. For example, an individual might own property subject to a covenant that requires the property to be used for charitable purposes only. A buyer who purchases the property must agree to use the property for charitable purposes only.

DEED RESTRICTIONS: Deed restrictions are provisions in a deed that limit the use of the property. With some exceptions, deed restrictions cannot be removed by the new owner.

EASEMENTS: An easement is a right, privilege, or interest that one party has in the land of another. There are many types of easements, including, conservation easements, utility easements, gas line easements, and power line easements. Easements may be in property deeds or title papers, and are part and parcel of the land they affect.

LEASES: A lease is any agreement that gives rise to a landlord/tenant relationship. Unless otherwise specified in the lease agreement, the buyer of a property occupied by a tenant under a lease is bound by the conditions and terms of the lease.

ONSITE SEWAGE DISPOSAL SYSTEMS (OSDS) WITH BEST AVAILABLE TECHNOLOGY (BAT): An OSDS is a wastewater treatment system that discharges the treated effluent into the ground. An OSDS with best available technology reduces nitrogen levels. If an OSDS system with BAT is installed on the property, Seller may have used state funds to purchase the system. If state funds were used to purchase the system, the property may be encumbered by an easement that obligates the owner of the property to comply with certain requirements such as maintaining the system and allowing the Maryland Department of the Environment and the county/city in which the property is located to inspect the system. Buyer is advised to inquire about the terms under which an OSDS system with BAT was installed on the property and check with the appropriate city/county agency.

PROPANE TANKS: Propane is a source of energy that is used for heating homes and water, cooking and refrigerating food, drying clothes, and fueling gas fireplaces and barbecue grills. Propane tanks may be owned or leased. If a propane tank is installed on the property, Buyer is advised to inquire about the terms under which the propane tank was installed, how to transfer the ownership or lease, and any costs associated with the transfer.

HOME SECURITY SYSTEMS THAT RECORD AUDIO: Buyer is advised that Maryland law prohibits **audio recording** of private conversations without the consent of all parties.

SOLAR PANELS: Solar panels are devices that convert light into electricity. If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

WIRE FRAUD THROUGH EMAIL: Buyer 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. Buyer should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Buyer should never wire money without double-checking that the wiring instructions are correct.

DEPOSIT HELD BY ESCROW AGENT: Buyer 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.

SMOKE ALARMS: Buyer is notified that there were 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. Buyer is advised to inquire about smoke alarm compliance. Buyer may

view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgawebsite/Laws/StatuteText?article=gps§ion=9-101&enactments=false>. Buyer may contact the local fire marshal to obtain additional information about the smoke alarm law.

CONDOMINIUM/HOA RESERVE STUDY: A Reserve Study is a long-term capital budgeting tool that a condominium/HOA uses to determine the amount of money it should set aside in its Reserve Fund for replacement, repair, or restoration of common areas. The Reserve Fund is financed by collecting condominium dues, HOA fees, or special assessments. Buyer is advised to pay close attention to the reserve study report of a condominium/HOA as an underfunded Reserve Fund may result in a future increase of condominium dues, HOA fees, or the imposition of special assessments upon Buyer.

Buyer Signature

Date

Buyer Signature

Date



ESCROW AGREEMENT BETWEEN BUYER, SELLER, AND ESCROW AGENT
(THIS ESCROW AGREEMENT IS NOT PART OF THE CONTRACT OF SALE)

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

1. **BUYER'S SELECTION OF ESCROW AGENT:** Buyer selects _____ ("Escrow Agent") for the transaction. Escrow Agent is not a party to the Contract of Sale. Buyer and Seller agree that Escrow Agent assumes no duty or liability for the performance, non-performance or otherwise of Buyer's or Seller's obligations under the Contract of Sale.
2. **DEPOSIT DEFINED:** "Deposit" as used herein means a deposit made by a Buyer that the Buyer delivers to an Escrow Agent to hold for: the benefit of the Buyer or Seller; and a purpose that relates to the purchase or sale of residential real estate in the State of Maryland.
3. **RECEIPT OF DEPOSIT:** Escrow Agent acknowledges receipt of the Deposit in the amount of _____ Dollars (\$ _____) on Date of Deposit Receipt as stated below. Escrow Agent acknowledges receipt of Additional Deposit (if applicable) in the amount of _____ Dollars (\$ _____) on the Date of Deposit Receipt for Additional Deposit as stated below.
4. **HANDLING OF DEPOSIT:** Escrow Agent shall, within seven (7) business days of Date of Deposit Receipt, place the Deposit in Escrow Agent's Trust Account. Escrow Agent may not use the Deposit for any purpose other than that for which it is delivered to Escrow Agent. Neither Buyer nor Seller shall receive interest on the Deposit. Escrow Agent may pool and commingle other trust funds with the Deposit as allowed by law.
5. **NOTIFICATION OF INSUFFICIENT FUNDS:** If the Deposit check is returned for insufficient funds or wire is dishonored, Escrow Agent shall notify Buyer and Seller, and their agents, in writing within five (5) business days from receipt of notice from the financial institution where the Deposit was placed.
6. **MAINTENANCE AND DISPOSITION OF DEPOSIT:** Escrow Agent agrees to maintain the Deposit in Escrow Agent's Trust Account until:
 - A. **SETTLEMENT:** The real estate transaction settles in which case the Deposit shall be applied to the Purchase Price at settlement. If Escrow Agent is not conducting settlement, Escrow Agent shall timely deliver Deposit to settlement agent;
 - B. **RELEASE OF DEPOSIT AGREEMENT:** Escrow Agent receives proper written instructions executed by both Buyer and Seller directing withdrawal or other disposition of the Deposit; OR
 - C. **INTERPLEADER:** Escrow Agent files an action for interpleader and delivers the Deposit to a court of competent jurisdiction in the State of Maryland.
7. **DISPUTES:**
 - A. **MEDIATION:** Buyer and Seller acknowledge that if the Contract of Sale obligates the parties to mediate deposit disputes, Buyer and Seller agree to abide by the terms of the mediation provision in the Contract of Sale. If during mediation, Buyer and Seller execute a written agreement concerning the Deposit, Escrow Agent agrees to accept and abide by its terms.
 - B. **HOLDING DISPUTED FUNDS:** Escrow Agent may, at its option, hold disputed funds until a Release of Deposit Agreement is executed by Buyer and Seller.
 - C. **ACTION FOR INTERPLEADER:** In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Escrow Agent's sole responsibility may be met, at Escrow Agent's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into a court of proper jurisdiction by an action for interpleader. Buyer and Seller agree that, upon Escrow Agent's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Escrow Agent regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Escrow Agent harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Escrow Agent to file an action for interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Escrow Agent to deduct from the Deposit all costs incurred by Escrow Agent in the filing and maintenance of such action, including but not limited to, filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$1,000 (one thousand

dollars) or the amount of the Deposit held by Escrow Agent. All such fees and costs authorized herein to be deducted may be deducted by Escrow Agent from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Escrow Agent. If the amount deducted by Escrow Agent is less than the total of all of the costs incurred by Escrow Agent in filing and maintaining the interpleader, then Buyer and Seller jointly, and severally, agree to reimburse Escrow Agent for all such excess costs upon the conclusion of the action.

- D. DISTRIBUTION OF DEPOSIT:** In the event Buyer or Seller fails to complete the real estate transaction in accordance with the terms and conditions of the Contract of Sale, and either Buyer or Seller is unable or unwilling to execute a Release of Deposit Agreement, Buyer and Seller hereby acknowledge and agree that Escrow Agent may distribute the Deposit in accordance with the following procedures:

IF BUYER IS NOT TERMINATING PURSUANT TO A CONTINGENCY OR IF SELLER TERMINATES:

Prior to distributing the Deposit under this section, Escrow Agent shall notify both Buyer and Seller that Escrow Agent intends to distribute the Deposit to the person who, in the good faith opinion of Escrow Agent, is entitled to receive the Deposit in accordance with the terms of the Contract of Sale.

The notice required under this section shall:

- (i) be in writing;
- (ii) state whether the Deposit will be paid to Buyer or Seller; and
- (iii) disclose to Buyer and Seller that:
 1. either party may prevent distribution of the Deposit under this section by submitting a protest within 30 days from the date the notice was delivered or mailed by Escrow Agent; and
 2. if neither party submits a protest within 30 days from the date the notice was delivered or mailed by Escrow Agent, the Deposit will be distributed in accordance with Escrow Agent's notice.

The notice required under this section shall be:

- (i) hand delivered to both Buyer and Seller; or
- (ii) sent by certified mail, return receipt requested, and regular mail to both Buyer and Seller.

Buyer or Seller may protest the distribution of the Deposit. Buyer or Seller shall submit the protest to Escrow Agent within 30 days from the date the notice required in this section was delivered or mailed by Escrow Agent.

A protest shall be in writing and either:

- (i) hand delivered; or
- (ii) sent by certified mail, return receipt requested, and regular mail.

If a written protest is received by Escrow Agent, Escrow Agent shall distribute the Deposit in accordance with Paragraph 7(A), 7(B), or 7(C) of this Escrow Agreement.

If no written protest is received by Escrow Agent, Escrow Agent shall distribute the Deposit in accordance with the terms of the notice as required in this section.

IF BUYER TERMINATES PURSUANT TO A CONTINGENCY:

If Buyer terminates the Contract of Sale pursuant to a contingency as defined by Section 10-803(a)(2) of the Real Property Article, Annotated Code of Maryland, Buyer may request the return of the Deposit by providing Escrow Agent and Seller with a written notice of the request (the "Request").

Within ten (10) days after receiving the Request, Seller may provide Escrow Agent and Buyer with a notarized, written request for mediation relating to the distribution of the Deposit.

If Seller does not deliver a notarized, written request for mediation to Escrow Agent and Buyer within ten (10) days after receiving the Request, Escrow Agent, within thirty (30) days after receiving the Request, shall:

- (i) Distribute the Deposit to Buyer; and
- (ii) Notify Buyer and Seller of the distribution.

If Seller does deliver a notarized, written request for mediation to Escrow Agent and Buyer within ten (10) days after receiving the Request, Escrow Agent shall hold the Deposit until:

- (i) A mediation agreement authorizes the distribution of the Deposit; or
- (ii) Escrow Agent files an interpleader action in the District Court.

- 8. ATTORNEY'S FEES AND COSTS:** In any action or proceeding between Buyer and Seller and/or between Buyer and Escrow Agent and/or Seller and Escrow Agent resulting in Escrow Agent being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before a Maryland regulatory board, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold



EXCLUSIVE BUYER/TENANT RESIDENTIAL BROKERAGE AGREEMENT

DATE: _____

1. BUYER (List all): _____

Mailing Address: _____

Office Telephones: _____ Office/Home Fax: _____

Home Telephones: _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: _____

Office Address: _____

Office Telephone: _____ Office Fax: _____

Buyer Agent: _____ Direct Line: _____

Home Phone: _____ Cell Phone: _____

Email Address: _____

3. BUYER AUTHORIZATION: ("Broker") is hereby authorized by the undersigned Buyer(s) or by the authorized representative of Buyer(s) ("Buyer") to represent Buyer as the exclusive real estate broker in the acquisition of real property, which shall include cooperatives. **As used in this Agreement, "acquisition of real property" shall include any purchase or lease of property. The term "Seller" shall include landlord. The term "Buyer" shall include tenant.** The Buyer seeks the following type of property: _____

4. BUYER AGENCY 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 "Term") unless terminated in accordance with the provisions of this section. Pursuant to Maryland Code, Real Property, Section 14-903, the Buyer Agency 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 Buyer or Broker shall be subject to the provisions of Paragraph 8 of this Agreement, and Paragraph 8 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 Buyer provides any false information or misrepresents any fact to Broker or other third-party. If a Contract of Sale is entered into by Buyer during the Buyer Agency Term, which provides for settlement to occur after the expiration of the Buyer Agency Term, this Agreement shall be automatically extended until settlement, as provided for in the Contract Sale, has occurred, including any extension of the settlement by mutual written agreement between Seller and Buyer, but in no event shall the Buyer Agency Term, including any extension, extend beyond one year in duration.



5. 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.** Buyer 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 tactics raise fair housing concerns, and could expose Buyer and Broker to possible violation of Fair Housing laws. To avoid seller consideration of such characteristics when selecting an offer, Buyer agrees not to prepare or submit a letter, photo, video, or any other similar items and 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.

6. BUYER RESPONSIBILITIES AND NOTICE REGARDING “COMING SOON” LISTINGS:

- A. Exclusive Relationship with Broker:** Buyer will work exclusively with Broker during the term of this relationship.
- B. Financial Information:** Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer’s ability to purchase or lease property.
- C. Signs or Advertisements for Property:** If Buyer sees any signs or advertisements for properties being offered for sale or lease, Buyer will not contact the Seller or agent of the Seller but will first contact Broker named herein, who will provide information about the properties and then make arrangements to see them.
- D. New Home Builders and Open Houses:** In order to avoid the possibility of confusion over the agency relationship and misunderstandings about liability for compensation, Buyer agrees not to make a first visit to any new home builder’s model nor contact any other agents representing sellers of new homes without being accompanied by Broker. Buyer agrees not to enter “Open House” properties unless accompanied by Broker or after having had Broker make arrangements with the listing broker.
- E. Notice Regarding “Coming Soon” Status in the MLS:** The “Coming Soon” listing status is an option for properties listed in the MLS that are not available but will be soon. 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.** The “Coming Soon” status is automatically updated to “active” on the expected on-market date if not made “active” sooner.

7. BROKER RESPONSIBILITIES: The Agent and Broker agree to:

- A. Locate Real Property:** Use professional knowledge and skills to locate and present real property, which is available for purchase or lease and suitable for the Buyer’s needs.
- B. Assist the Buyer:** Assist Buyer through the process of property acquisition.
- C. Represent Buyer’s Interests:** Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property.

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

- A. Compensation to be Paid by Buyer:** In the event of a sale or lease, the Compensation to be paid by Buyer to Broker shall be: _____

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

1. During the term of this Agreement or any extension thereof (i) Buyer or any person or entity acting on Buyer’s behalf executes a written agreement to purchase or lease any Property, through the efforts of anyone including Buyer, in which event Buyer, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or (ii) if during the period of _____ days following the expiration or termination of this Agreement, Buyer executes a lease or written agreement to purchase any Property that Buyer inspected, made inquiry about, or negotiated to purchase or lease during the term of this Agreement or any extension thereof, in which event Buyer, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;
2. Buyer defaults or voluntarily agrees to terminate a sale or lease; or
3. Buyer breaches this Agreement.

In the event a lease is executed, the Compensation due Broker shall be paid as follows: _____



In the event of a sale, the Compensation due Broker shall be paid at settlement as a convenience to Buyer. Buyer acknowledges and agrees that settlement on the Property shall not be a condition precedent to Buyer'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. Buyer shall have no obligation to pay the Compensation to Broker if Buyer enters into a Buyer Agency Agreement with 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 Buyer shall have been made for the purpose of avoiding the obligation of Buyer to pay the Compensation to Broker.

B. Fee Paid By Seller: Broker is authorized to receive compensation from the listing broker/seller. Compensation may be offered from the listing broker to Broker through the multiple listing service or from seller as negotiated by Broker and seller for real property which is not listed with another broker. The amount of compensation received by Broker from a listing broker or from a seller shall be credited against the Compensation agreed upon in Paragraph 8.A. Buyer shall be obligated to pay any difference between the amount owed and the amount paid by the listing broker/seller. In the event the amount of compensation offered by the listing broker/seller is greater than that specified in Paragraph 8.A., Buyer authorizes Broker to receive such compensation and to retain any such additional compensation without pro ration or rebate to Buyer. The amount of any such payment made by listing broker/seller shall be with the seller's and Buyer's prior knowledge and consent and shall in no way affect the obligation of the Broker to act on behalf of the Buyer in the transaction.

9. DISCLAIMER AND LIMITATIONS:

A. Limitations of Broker's Ability: Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector or other professional service provider. Buyer has been advised to seek professional advice for legal, tax and other matters.

B. Representation of Other Buyers: Buyer acknowledges that Broker may represent other Buyers and that other potential Buyers may consider, make offers on, lease or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement.

C. Subsequent Offers: Upon entering into a Contract of Sale or Lease pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent properties for Buyer.

D. Ministerial Acts: Buyer hereby consents to and authorizes Broker and Broker's agents to provide ministerial acts as defined by law on behalf of Buyer to third persons in connection with the purchase or lease of the Property.

E. Confidentiality of Offers: Buyer acknowledges the possibility that sellers or seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.

10. INTRA-COMPANY AGENT REPRESENTATION: When the Buyer and seller are each represented by sales associates of the Broker, the Broker is a dual agent. Dual agency is permitted only when disclosed and with the knowledge and written consent of both parties. However, the sales associate assigned by the Broker as an intra-company agent may continue to provide the same services that a buyer's agent can provide on a property listed with another broker.

In the event Buyer elects to consent to dual agency, buyer agrees to sign the required Consent For Dual Agency form as published by the Maryland Real Estate Commission. In the event Buyer elects not to consent to dual agency, Buyer acknowledges and agrees that Buyer will not be advised or shown properties listed by Broker and will only be shown properties listed by other real estate brokers.

11. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: 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. In addition, construction on the Property could be prohibited or restricted.

The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also 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. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: 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.

GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE

This template is designed to comply with laws of general application in the State of Maryland. Maryland REALTORS® makes no representation about compliance with local law, which may require the use of additional or different terms and/or forms or require the use of a jurisdictional addendum. Users are strongly advised to consult with their local board of REALTORS® and their attorney to ensure conformity with local law and practice. THIS TEMPLATE IS NOT TO BE USED FOR RESIDENTIAL PROPERTIES OFFERED FOR LEASE IN PRINCE GEORGE'S COUNTY. PLEASE CONTACT THE PRINCE GEORGE'S COUNTY ASSOCIATION OF REALTORS® TO OBTAIN A COPY OF THE CURRENT SINGLE FAMILY DWELLING LEASE. IF THE RESIDENTIAL PROPERTY OFFERED FOR LEASE IS LOCATED IN HOWARD COUNTY, ATTACH THE HOWARD COUNTY LOCAL JURISDICTIONAL ADDENDUM TO GENERAL RESIDENTIAL DWELLING LEASE TEMPLATE FORM.

1. DATE OF LEASE OFFER: _____

2. LANDLORD OR AUTHORIZED REPRESENTATIVE OF LANDLORD (Collectively referenced herein as "Landlord"):

3. TENANT: _____

4. LEASED PROPERTY ADDRESS ("THE PROPERTY"): _____

5. INITIAL LEASE TERM: Landlord leases to Tenant and Tenant leases from Landlord the Property for the term of _____ year(s) or month(s) commencing on the _____ day of _____ (mo./yr.) and ending on the _____ day of _____ (mo./yr.) (the "Initial Term"), at a total rental of _____ Dollars (\$ _____) for said Term, due and payable in equal monthly installments of _____ Dollars (\$ _____), in advance, on the first day of each and every month ("Rent Due Date") of said Term, plus if applicable the sum of _____ Dollars (\$ _____) on _____ as "pro rata" rent for the period _____ through _____.

If this Lease commences on a day other than the first day of the month, the amount of Rent to be paid for the balance of said first month will be apportioned pro rata; thereafter rent will be paid on the first day of the month as aforesaid. Tenant covenants and agrees to pay said Rent as set forth herein. Tenant agrees to pay rent to _____ at _____ (or at such other place as Landlord may from time to time designate) without deduction, demand or offset and said obligation to pay Rent is independent of any other clause herein. Failure to pay said rent at the time specified will constitute default and Landlord may pursue any remedy, whether at law or in equity, afforded under the terms of this Lease and/or applicable law. All sums of money or other charges, including payments and/or repairs, required to be paid by Tenant to Landlord or to any other person under the terms of this Lease, whether or not the same be designated "rent" or "additional rent", will be deemed rent and will be collectible as such. Landlord shall furnish to Tenant a receipt for all cash paid by Tenant to Landlord for rent, security deposit or otherwise.

6. PERSONS WHO WILL OCCUPY THE PROPERTY: Tenant covenants and agrees that the Property shall be occupied only by the following person(s), and by no other persons: _____

Tenant represents and warrants to Landlord that neither Tenant nor any person(s) identified in this Paragraph has been convicted of a felony crime in any federal or state court except as otherwise disclosed by Tenant to Landlord on the application for tenancy form, as signed by Tenant.

7. RENEWAL OF LEASE TERMS (Landlord and Tenant to initial one selection):

A. NONE. Tenant agrees to vacate the Property by the last day of the Initial Term. Notice shall not be required by either party.

B. MONTH-TO-MONTH: This Lease shall continue in force from month to month after the expiration of the

Initial Term. However, either party may terminate this Lease at the end of the Initial Term by giving written notice to the other party _____ days prior to the end of the Initial Term. Either party may terminate the month-to-month lease at the end of any rental month, provided that written notice of not less than sixty (60) days is given to the other party _____ days prior to the last day of the desired final rental month of the tenancy.

NOTICE: notice requirements vary depending on the jurisdiction. The State requires that Landlord give 90 days' notice to Tenant of termination of a lease with a term of a year or longer.

C. YEAR-TO-YEAR: This Lease shall continue in force from year to year after the expiration of the Initial Term. Either party may terminate this Lease at the end of the Initial Term, or any renewal term, provided that written notice of not less than ninety (90) days is given to the other party _____ days prior to the last day of the desired final rental month of the tenancy.

NOTICE: any written notice given pursuant to renewal term becomes effective upon the first day of the month following delivery of the notice.

8. PAYMENT OF RENT: Tenant agrees to pay the rent when due without any deduction or setoff. If a monthly installment of rent is paid more than _____ (____) days after the date when due, Tenant shall pay, as additional rent, a sum equal to 5% of the amount of delinquent rent due. If a check is accepted by Landlord from Tenant for rent, it is purely as an accommodation to Tenant. If the check is dishonored, Tenant agrees to pay a \$_____ charge to Landlord as additional rent. The amount of late fees and bad check fees shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such charges and fees as Landlord has for the non-payment of rent. Tenant is hereby notified that all payments will be applied first toward late charges, then toward returned check service charges, then toward attorney's fees and finally toward rent. If the remaining amount is not sufficient to cover the full current month's rent, a late fee will be assessed on the current month's rent. Should the Landlord accept any partial payment of rent, this acceptance shall not be interpreted as changing the terms of the Lease which require the payment of rent as specified herein.

9. TENANT RESPONSIBLE FOR ADDITIONAL RENT: Tenant agrees to pay as additional rent (a) any and all sums which may become due by reason of the failure of Tenant to comply with any of the terms and conditions of this Lease; (b) any and all damages, costs and/or expenses which the Landlord may suffer or incur by reason of any default under this Lease by Tenant; and (c) any and all damages to the Property caused by any act or negligence of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. In the event Tenant fails to make any such payments, then the amount thereof shall be added to and deemed part of the rent due, and Landlord shall have the same remedies for the collection of such payments as Landlord has for non-payment of rent under this Lease.

10. ACTIVE MILITARY DUTY: In the event Tenant is a member of the Armed Services and on active duty at the time Tenant enters into this Lease, and Tenant subsequently receives a "change of assignment" as defined in Section 8-212.1 of the Real Property Article, Annotated Code of Maryland, Tenant's liability to pay rent may not exceed: (1) any rent or lawful charges then due and payable plus 30 days' rent after written notice and proof of the change of assignment is given to the Landlord; and (2) the cost of repairing damage to the premises caused by an act or omission of Tenant.

11. LEGAL RIGHTS OF LANDLORD: If Tenant shall fail to pay the rent or any additional rent as herein provided, or if Tenant shall breach any other term, covenant, or condition of this Lease, including, but not limited to, any misrepresentation in Tenant's application, Landlord may (a) re-enter the Property and terminate this Lease in accordance with the applicable provisions of law; (b) bring summary ejectment proceedings to evict Tenant; or (c) pursue any and all other remedies available to Landlord at law or in equity. No such termination of the Lease, nor recovery of possession of the Property, however, shall constitute a waiver by Landlord of any available action by Landlord against Tenant for unpaid rent or for damages which may be due or sustained prior to or subsequent to the termination of this Lease, nor shall such termination extinguish Tenant's obligation to pay all rent and other sums due and owing to Landlord prior to or subsequent to such termination and/or recovery of possession.

12. DELIVERY OF NOTICES: All notices required to be given by Landlord to Tenant shall be sufficiently given by leaving the same at the Property, except that notice of the withholding by Landlord of any portion of the Security Deposit shall be mailed by Landlord to Tenant at Tenant's last known address, within forty-five (45) days after the termination or expiration of this Lease.

All notices required to be given by Tenant to Landlord, and all rent, shall be delivered to the following address: (Notices shall be given by certified mail.)

Name _____ Landlord Property Manager

Address _____
Phone _____

13. SECURITY DEPOSIT: In accordance with the Annotated Code of Maryland, Real Property Article, Tenant has deposited with Landlord the sum of _____ Dollars (\$_____), ("Security Deposit") receipt of which is hereby acknowledged, which sum does not exceed two (2) months' Rent. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.**

The Security Deposit is to be held as collateral security and applied to any rent or unpaid utility bill that may remain due and owing at the expiration of this Lease, any extension thereof or holding over period, or applied to any damages to the Property in excess of ordinary wear and tear caused by the Tenant, Tenant's family, guests, agents, employees, trades people, or pets, or other damages and expenses suffered by Landlord as a result of a breach of any covenant or provision of this Lease.

Tenant may not utilize the Security Deposit as rent and must not apply the same as the last month's Rent. The Security Deposit will be deposited within thirty (30) days after it has been received and maintained in an escrow account, devoted exclusively to security deposits, in a federally insured financial institution which does business in the State of Maryland. The Security Deposit may be held in insured certificates of deposit at branches of a federally insured financial institution within the State of Maryland or in securities issued by the federal government or the State of Maryland. The Landlord must provide the Tenant, within forty-five (45) days after the termination of the tenancy by first class mail directed to the last known address of the Tenant, a written list of any damages to the Property together with a statement of costs actually incurred. Within forty-five (45) days after the termination of the tenancy, Landlord must return the Security Deposit to Tenant together with simple interest which will accrue at the legal rate less any damages rightfully withheld. Interest will accrue at six (6) month intervals from the day Tenant deposits said collateral security with Landlord, provided the said Security Deposit is Fifty Dollars (\$50.00) or more. Interest on the Security Deposit shall not be compounded. Landlord need not notify Tenant of his/her intention to withhold all or any part of the Security Deposit if Tenant has been evicted, or ejected for breach of a condition or covenant of the Lease prior to the termination of the tenancy, or if Tenant has abandoned the Property prior to the termination of the tenancy. In such event Tenant may make demand for return of the Security Deposit by giving written notice by first class mail to Landlord within forty-five (45) days of being evicted or ejected or of abandoning the Property. The notice shall specify the Tenant's new address. Landlord, within forty-five (45) days of receipt of said notice, shall supply Tenant with a list of damages and costs by first class mail.

Tenant's obligations under this Lease may not end when Tenant ceases to occupy the Property. Repairs required may be so substantial or of such a nature that work will not be completed within the forty-five (45) day period following the termination of the tenancy. In such event, Landlord reserves the right to pursue Tenant for reimbursement for costs incurred for damages.

Tenant has the right to have the Property inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages to the Property that exist at the commencement of the Tenancy if Tenant so requests, in writing, by certified mail, to Landlord within fifteen (15) days of the Tenant's occupancy of the Property. Tenant has the right to be present at the time of inspection to determine if any damage has been done to the Property if Tenant notifies Landlord by certified mail of Tenant's intention to move, date of moving and Tenant's new address. Such notice, from Tenant to Landlord, must be mailed at least 15 days prior to date of moving. Upon receipt of notice, Landlord shall notify Tenant by certified mail of the time and date when the Property is to be inspected. The inspection date shall occur within five (5) days before or five (5) days after the Tenant's stated date of intended moving as designated in Tenant's notice.

In the event of a sale of the Property or the transfer or assignment by Landlord of this Lease, Landlord has the obligation to transfer the Security Deposit to the transferee. After the transfer is made and after written notice of same is given to Tenant with the name and address of the transferee, Landlord is released from all liability for the return of the Security Deposit and Tenant must look solely to the new Landlord for the return of his Security Deposit. It is agreed that the foregoing will apply to every transfer or assignment made of the Security Deposit to a new Landlord.

In the event of any rightful or permitted assignment of this Lease by Tenant to any assignee or sublessee, the Security Deposit is deemed to be held by Landlord as a deposit made by the assignee or sublessee and Landlord will have no further liability with respect to return of such Security Deposit to the assignor.

The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the Security Deposit withheld, plus reasonable attorney's fees. Landlord, by Maryland law, shall retain a copy of this receipt for a period of two (2) years following the termination of the tenancy, abandonment of the Property, or eviction of the Tenant.

Landlord or Landlord's estate but not the managing agent or court appointed receiver shall remain liable to Tenant for the maintenance of the Security Deposit as required by law.

Tenant acknowledges that this paragraph (SECURITY DEPOSIT) shall serve as receipt of Security Deposit.

_____/_____
TENANT'S INITIALS

14. PETS/SERVICE ANIMALS:

A. PETS: Tenant is not allowed to keep pets on the Property except with the written permission of Landlord. Landlord may revoke permission to allow pets for reasonable cause. Tenants who are authorized to have pets agree to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant further agrees to assume all liability for pet's behavior and actions, and will be responsible for compliance with all laws, regulations and ordinances regarding pets and for any damage caused by said pet including, but not limited to, odor and property damage. Additionally, Tenant agrees to pay for any and all damages caused by pets to the Property.

Tenant is authorized to have pets:

Yes No # ALLOWED _____ TYPE OF PET(S) _____ WEIGHT _____

Pet Deposit: \$ _____ has been added to the security deposit in consideration of Landlord allowing Tenant to keep pet on the Property. **NOTICE: Total security deposit, including pet deposit, may not exceed two month's rent.**

B. SERVICE ANIMALS: If Tenant or Tenant's minor child has a disability, Tenant may keep and maintain a service animal trained to do work or perform tasks for the benefit of the individual with a disability. Such service animal may be kept within the Property, and shall have access to the rental facility and all other related structures in accordance with applicable laws. If Tenant has a service dog, Tenant agrees to pay the cost of having the Property de-fleaed and de-ticked by a professional exterminator, and if carpeted, having the carpeting shampooed and deodorized by a professional cleaner, at the termination of occupancy. Tenant agrees to assume all liability for the service animal's behavior and actions, and agrees to comply with all laws, regulations and ordinances regarding such service animal. Tenant shall be liable for any damages to the Property or facilities caused by the service animal, including, but not limited to, odor and property damage. **NOTICE: A Landlord may not require a Tenant with a disability accompanied by a service animal to pay a security deposit for the service animal.**

Tenant has service animal:

Yes No # ALLOWED _____ TYPE OF SERVICE ANIMAL(S) _____

C. PET PROTECTION DURING EVICTION/LOSS OF POSSESSION OF PROPERTY: If Tenant is evicted or loses possession of the Property pursuant to a court order, Tenant should visit <https://mda.maryland.gov/SiteAssets/Pages/Pets-and-eviction/HB102%20-%20Pet%20Protections%20During%20Eviction%20Flyer.pdf> on the Maryland Department of Agriculture website for information on how to provide housing for the pet during Tenant's temporary or permanent housing relocation.

15. TENANT'S RIGHT TO OCCUPY THE PROPERTY: Landlord agrees that Tenant may, peaceably and quietly, enter the Property at the beginning of the Term and that the Property will be made available in a condition permitting reasonably safe habitation. If permission is given to Tenant to enter into possession of the Property prior to the date specified for the commencement of the Term, such occupancy shall be deemed to be in accordance with all the terms, covenants, conditions, and provisions of this Lease, and the rent shall be apportioned for such period of occupancy.

16. SMOKE ALARM INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more smoke alarms in accordance with §§ 9-101 through 9-109 of the Public Safety Article of the Annotated Code of Maryland. **NOTICE: Local jurisdictions may have additional requirements.** Tenant further acknowledges that with respect to any smoke alarm installed in accordance with state or local law, said smoke alarm is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any smoke alarm, or otherwise permit any smoke alarm to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the smoke alarm periodically and to report in writing to Landlord any malfunction. Written notification of any malfunction shall be delivered by certified mail, return receipt requested to Landlord, or by hand delivery to Landlord, at the address used for the payment of rent. If the delivery of the notification is made by hand, Landlord shall provide to Tenant a written receipt for the delivery. Landlord shall provide written acknowledgment of the notification and shall repair or replace the smoke alarm within 5 calendar days after the notification. Tenant assumes sole responsibility to test the smoke alarm and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such smoke alarm which Tenant shall not have specifically reported in writing to Landlord as required. If any smoke alarm within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the smoke alarm to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement

incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

17. CARBON MONOXIDE DETECTOR INSTALLATION AND MAINTENANCE: Tenant acknowledges that Landlord has installed one or more carbon monoxide detectors in accordance with state or local law. Tenant further acknowledges that with respect to any carbon monoxide detector installed in accordance with state or local law, said detector(s) is in good condition and proper working order as of the date of this Lease. Tenant agrees not to obstruct or tamper with any detector, or otherwise permit any detector to be obstructed or tampered with for any reason whatsoever. Tenant further agrees to test the detector periodically and to report in writing to Landlord any malfunction. Tenant assumes sole responsibility to test the detector and shall indemnify and hold Landlord harmless from any and all liability for injury, death, property damage, or other loss resulting from any defect or malfunction of such detector which Tenant shall not have specifically reported in writing to Landlord as required. If any detector within the Property becomes damaged by tampering or through the negligence or deliberate misuse or abuse by Tenant, any resident of the Property, or any agent, employee, invitee or family member of Tenant, Tenant shall promptly notify Landlord and Landlord shall promptly cause the detector to be repaired or replaced. Upon demand, Tenant shall pay to Landlord the costs of repair or replacement incurred by Landlord, or such costs as may be added to and deemed part of the rent. Landlord shall have the same remedies for the collection of such costs as Landlord has for nonpayment of rent.

NOTICE: Some local jurisdictions require Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit. If the Property is located in a jurisdiction that requires Landlord to provide written information on carbon monoxide detector testing and maintenance to at least 1 adult occupant of that unit, Tenant should initial the Tenant Certification.

TENANT CERTIFICATION: I hereby certify that I am an adult and that I have received from Landlord written information concerning the manufacturer's recommendation for maintenance and testing of the carbon monoxide detector(s).
_____/_____
TENANT'S INITIALS

18. TENANT'S USE OF KEYS AND LOCKS: No additional lock(s) shall be installed by Tenant and no existing lock(s) shall be changed by Tenant without the Landlord's prior written consent. _____ keys will be furnished to Tenant and any additional keys required will be obtained from Landlord and paid for by Tenant. Duplicate key(s) will not be made without Landlord's prior written consent. All keys will be returned by Tenant to Landlord upon termination of the Lease or vacating of the Property, whichever first occurs. Tenant shall reimburse Landlord, as additional rent, for the cost of changing any locks or replacing any key(s) lost or damaged by Tenant.

19. INCLUSIONS/EXCLUSIONS: Included in the Property are all permanently attached fixtures, including all smoke detectors. 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.

- | | | | |
|--------------------------------------------------------------|---------------------------------------------------|-----------------------------------------------------|------------------------------------------------|
| INCLUDED | INCLUDED | INCLUDED | INCLUDED |
| <input type="checkbox"/> Alarm System | <input type="checkbox"/> Fireplace Screen Doors | <input type="checkbox"/> Satellite Dish | <input type="checkbox"/> Window Fan(s) # _____ |
| <input type="checkbox"/> Carbon Monoxide Detector(s) # _____ | <input type="checkbox"/> Freezer | <input type="checkbox"/> Screens | <input type="checkbox"/> Wood Stove |
| <input type="checkbox"/> Ceiling Fan(s) # _____ | <input type="checkbox"/> Furnace Humidifier | <input type="checkbox"/> Shades/Blinds | |
| <input type="checkbox"/> Central Vacuum | <input type="checkbox"/> Garage Opener(s) # _____ | <input type="checkbox"/> Storage Shed(s) # _____ | |
| <input type="checkbox"/> Clothes Dryer | <input type="checkbox"/> w/remote(s) # _____ | <input type="checkbox"/> Storm Doors | |
| <input type="checkbox"/> Clothes Washer | <input type="checkbox"/> Garbage Disposer | <input type="checkbox"/> Storm Windows | |
| <input type="checkbox"/> Cooktop | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Stove or Range | |
| <input type="checkbox"/> Dishwasher | <input type="checkbox"/> Intercom | <input type="checkbox"/> T.V. Antenna | |
| <input type="checkbox"/> Drapery/Curtain Rods | <input type="checkbox"/> Lawn Mowers(s) _____ | <input type="checkbox"/> Trash Compactor | |
| <input type="checkbox"/> Draperies/Curtains | <input type="checkbox"/> Microwave | <input type="checkbox"/> Wall Oven(s) # _____ | |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Playground Equipment | <input type="checkbox"/> Water Filter | |
| <input type="checkbox"/> Exhaust Fan(s) # _____ | <input type="checkbox"/> Pool, Equip. & Cover | <input type="checkbox"/> Water Softener | |
| <input type="checkbox"/> Exist. w/w Carpet | <input type="checkbox"/> Refrigerator(s) # _____ | <input type="checkbox"/> Window A/C Unit(s) # _____ | |
| | <input type="checkbox"/> w/ice maker | | |

Additional Inclusions: _____
Exclusions: _____

20. TENANT'S OBLIGATIONS REGARDING USE AND OCCUPANCY: Tenant agrees to use the Property in a careful manner and not to use or permit the use of any portion of the Property for any purpose other than as a private single-family residence; to keep all lawns neatly mowed and all hedges, flower beds, and shrubbery in good order; to promptly remove snow, ice, and leaves from all walkways and driveways; to keep the Property in a clean and sanitary condition; and to comply with all laws, codes, ordinances, rules and regulations, including health and housing codes and criminal laws applicable to the Property and

all covenants and restrictions applicable to Tenant's use of the Property. Tenant and all other occupants and/or invitees on the Property, whether known by the Tenant or not, shall conduct themselves in a manner that will not disturb the peaceful enjoyment of neighbors, and Tenant further covenants and agrees that Tenant will not use or permit the Property to be used for any improper, illegal, or immoral purposes, nor use, permit, or suffer the same to be used by any person or persons in any noisy, dangerous, offensive, illegal, or improper manner. Tenant further agrees that no drugs or other illegal substances will be used, manufactured, sold, or distributed within, on, or from the Property. Tenant shall indemnify and save Landlord harmless from (a) any and all liability, loss, cost, damage or expense arising out of any violation by Tenant of such laws, codes, ordinances, rules or regulations; (b) any violation or non-performance by Tenant of any of the covenants contained herein; or (c) any other act or omission of Tenant, other residents of the Property, or Tenant's agents, employees, invitees, or family members. All electrical, heating, air-conditioning, mechanical, and plumbing equipment and facilities shall be used for their intended purposes only.

21. COMMUNITY ASSOCIATION: In the event the Property is part of a condominium or homeowner association, Tenant agrees to obey and abide by the declaration, covenants, by-laws, restrictions, rules and regulations promulgated from time to time by the council of unit owners of the condominium or the homeowner association, copies of which shall be provided to Tenant by Landlord prior to occupancy. Landlord shall not be liable to Tenant for the violation of any of the declarations, covenants, restrictions, rules and regulations or the provisions in any other lease by any other tenant or occupant in the development. Unless otherwise provided in the Lease, Landlord is responsible for payment of Condo/HOA fee. Tenant acknowledges receipt of applicable documents. _____/_____ **TENANT'S INITIALS**

22. UTILITIES AGREEMENT: The obligations of Landlord and Tenant with respect to the provision of utilities shall be as follows:

UTILITY FURNISHED AT COST OF:

- | | | |
|---------------------|-----------------------------------|---------------------------------|
| a. Cable TV | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| b. Cold Water/Sewer | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| c. Cooking Fuel | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| d. Electricity | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| e. Heating Fuel | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| f. Heating of Water | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| g. Trash Removal | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| h. _____ | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |
| i. _____ | <input type="checkbox"/> Landlord | <input type="checkbox"/> Tenant |

In the event the Property uses oil/propane for heat, the arrangement is as follows: _____

Costs for utilities which are to be furnished at the expense of Tenant, as listed above, shall be considered additional rent and Tenant agrees to pay such costs when due. If Tenant fails to pay any utility costs within fifteen (15) days of receipt of the bill, such failure shall constitute a default under this Lease and Landlord may, in Landlord's discretion, pay such costs, in which event, the amount thereof shall be added to and deemed part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such utility costs as Landlord has for the non-payment of rent under this Lease.

23. AGREEMENT FOR REPAIR OF UTILITY OR SERVICE: If, under the terms of this Lease, Landlord has agreed to furnish any service or utility at Landlord's cost and expense, Landlord may temporarily stop or curtail the furnishing of any such service or utility for the purpose of repairing or replacing the equipment or utility lines furnishing such service or utility without direct or indirect liability to Tenant if an accident or malfunction occurs. Should Landlord temporarily stop or curtail the furnishing of any such service or utility, Landlord shall use due diligence in restoring such service or utility.

24. AGREEMENT IF UTILITIES ARE INTERRUPTED: In the event Landlord or Tenant is prevented or is unable, for reasons beyond Landlord's or Tenant's control, to obtain fuel, electricity, water or sewer or the services they respectively have agreed to furnish, or in the event of the rationing or non-delivery of same, Landlord is hereby released and discharged from any liability, loss, cost, damage or expense, direct or indirect, which might be suffered by Tenant, and this Lease shall continue in full force and effect for the full rent without abatement.

25. MAINTENANCE AND REPAIRS: Landlord shall maintain, and/or repair/replace (if necessary in Landlord's sole discretion) the plumbing, heating, cooling, electrical systems, and also the exterior walls and roof of the Property. However, Tenant shall be obligated for the costs of such repairs, replacements, and related services if the need for such repairs, replacements, and related

services results from the negligence or misuse by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. Tenant agrees to promptly notify Landlord of any condition which is the obligation of Landlord to repair or replace.

Except as provided above, Tenant shall be responsible for all other repairs and replacements to the Property. Any damage to the wallpaper, paint, walls, floors, carpeting, doors, windows, window treatments, light fixtures, appliances, or other improvements to the Property, in excess of ordinary wear and tear, shall be promptly repaired or replaced by Tenant, at Tenant's sole expense, so as to restore the Property to the same condition as existed prior to the commencement of the Term. If Tenant shall fail to make any such repair or replacement, Landlord, in Landlord's sole discretion, may make such repair or replacement, in which event, the cost of such repair or replacement shall be added to and deemed a part of the rent and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for the collection of such costs as Landlord has for the non-payment of rent under this Lease. Tenant shall furnish the HVAC system filters, electric light bulbs, and fuses at Tenant's expense.

In the event the Property is part of a multi-unit building, Tenant shall also be liable to Landlord for the cost of any repairs or replacements to the building if the need for such repairs or replacements results from the negligence or misuse of the building by Tenant, other residents of the Property, or Tenant's agents, servants, employees, invitees, or family members. The cost of such repairs or replacements shall be added to and deemed a part of the rent due and shall be payable by Tenant to Landlord on demand. Landlord shall have the same remedies for collection of such costs as Landlord has for the non-payment of rent under this Lease.

Additional agreements, if any, regarding maintenance, repairs and/or replacement are as follows: _____

26. LANDLORD'S RIGHT TO ENTER THE PROPERTY DURING THE TERM: Landlord shall have the right to enter upon the Property at all reasonable times for the purpose of inspection or making any repairs which Landlord is required to make under the terms of this Lease or which Landlord otherwise deems necessary or appropriate.

27. SHOWING OF PROPERTY FOR RENT OR SALE: During the last _____ days of this Lease, or any renewal thereof, Tenant shall permit the posting of a "For Rent" or "For Sale" sign and shall allow the Property to be shown to prospective Tenants and Purchasers during the hours of _____ to _____ daily. Landlord shall give Tenant reasonable notice of such showings. If Tenant is not home, the Property may be shown utilizing the key retained by Landlord or by use of a key lockbox, as authorized by Landlord. Tenant agrees to keep Property reasonably clean and orderly and that any pets permitted on the Property shall not be allowed to obstruct nor interfere with any showing of the Property for rent or sale. Tenant agrees to make reasonable accommodations to comply.

28. INSPECTIONS: Tenant acknowledges that Landlord has the right to be present at any and all inspections in and about the Property, and agrees to notify Landlord prior to any inspection.

29. TENANT'S COMPLIANCE WITH SAFETY AND INSURANCE REGULATIONS: Tenant agrees not to do or permit to be done anything on the Property in contravention of any hazard insurance policy in force thereon or which will increase the premium payable on such policy. Tenant shall not in any way obstruct any public sidewalk nor permit anything to be done on the Property contrary to the rules and regulations of the Fire Department or Health Department or any other governmental authority.

30. TENANT'S RESTRICTIONS REGARDING PROPERTY:

A. CHANGES TO THE PROPERTY: Tenant shall not install, attach, remove or exchange appliances or equipment, such as air conditioning, heating, refrigerator or cooking units, nor make any alterations, additions, or improvements, including painting or electrical work, to the Property without first obtaining Landlord's written consent.

B. VEHICLE PARKING: Only properly licensed vehicles in operating condition may be parked in the driveways, if provided, or in the street or other paved parking areas, in accordance with the law and any community rules, regulations and restrictions.

C. TRASH: All garbage and trash must be placed in dumpsters (if provided) or in suitable covered containers to be left in designated pickup locations no earlier than the evening before scheduled pickup.

D. WATERBEDS: Tenant acknowledges that waterbeds are not permitted on or about the Property.

E. SMOKING: Tenant acknowledges that smoking is not permitted on or about the Property.

F. SPACE HEATERS: Tenant acknowledges that space heaters are not permitted on or about the Property.

31. WATER CONDITIONING SYSTEM, SWIMMING POOL, HOT TUB/SPA: In the event the Property has a water conditioning system, swimming pool, and/or hot tub/spa, Tenant understands and agrees to exercise due caution in the care of these systems. Tenant agrees to properly maintain said systems at Tenant's expense according to the instructions provided. The cost of all chemicals and filters shall be at the expense of the Tenant. Until further notice, the designated service company is__

32. WATER/MOISTURE/MOLD: Tenant shall promptly notify Landlord in the event of the presence of water moisture, water leaks, water spillage (including in or around roof, windows, doors, ceilings, floors, toilets, bathtubs, sinks, dishwasher, washing machine, refrigerator, freezer, air conditioning unit(s), faucets), flooding and/or water damage to the Property. In the event of water moisture, water leaks, water spillage, flooding and/or water damage, Tenant shall take immediate measures to contain the water and to prevent further water damage including turning off any faucets and to cease the use of any toilet, sink, bathtub or appliance causing such water leaks or spillage. Tenant shall notify Landlord promptly in the event mold of any type is observed within the leased Property. Upon notification from Tenant, Landlord, at Landlord's sole expense, shall promptly remediate and repair any water damage to the Property caused by water moisture, water leaks, water spillage or flooding and remove in accordance with industry standards any mold within the Property which occur through no fault of Tenant. In the event water damage or mold occurs within the Property through the negligence of Tenant, Tenant shall pay, as additional rent, all costs and expenses incurred by Landlord, to remediate and repair such water damage and removal of mold. _____/_____

TENANT'S INITIALS

33. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Federal Program") requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the rental of residential real property. An owner of pre-1978 housing is required to disclose to Tenant, based upon owner's actual knowledge, all known lead-based paint hazards in the Property and provide Tenant with any available reports in owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. In the event the Federal Program is applicable, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards is attached and hereby made a part of this Lease.

B. MARYLAND LEAD POISONING PREVENTION PROGRAM: If the Property was built prior to 1978, the Property is also subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environmental Article Section 6-801 et seq. (the "Maryland Program"). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

C. AGE CLASSIFICATION OF PROPERTY: Landlord represents and warrants to Tenant(s), broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that:

The Federal Program (**check one**)

- the Property was built during or after 1978; the Federal Program does not apply.
- the Property was built before 1978; the Federal Program applies.

The Maryland Program (**check one**)

- the Property was built prior to 1978; the Maryland Program applies.
- the Property was built during or after 1978; the Maryland Program does not apply.

Age Classification Unknown (**check if applicable**)

- Landlord is uncertain as to age classification, therefore, Landlord acknowledges that, for the purposes of the rental contemplated by this Lease, the Property will be treated as though it had been constructed prior to 1978, and agrees that the Property is fully subject to both the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

D. ACKNOWLEDGEMENT: Tenant understands that the Property may be subject to the Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards. If the Property is subject to Federal Program and the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards, Tenant acknowledges receipt of the following required brochures:

1. **Under Federal Law** (The Residential Lead-Based Paint Hazard Reduction Act of 1992)
 - a. The EPA "Protect Your Family From Lead In Your Home" brochure.
2. **Under Maryland Law** (The Maryland Lead Poisoning Prevention Program)
 - a. The Notice of Tenants' Rights, Lead Poisoning Prevention, as published by the Maryland Department of the

Environment

b. The EPA "Protect Your Family From Lead In Your Home" brochure (the same brochure as in 1.a.)

E. 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 improvement(s) on the Property was built before 1978, the contractor(s) engaged by the Tenant to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair or painting projects that may disturb paint. Before and during any renovation, repair or painting projects on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Tenant shall not personally perform any renovation, repair or painting project which might disturb paint in pre-1978 rental housing. Tenant shall not hire any contractor(s) to renovate, repair or paint pre-1978 rental housing unless Tenant provides to Landlord written evidence, satisfactory to Landlord, that all such contractor(s) to perform such work are certified by the EPA, or state equivalent, and shall perform such work in strict accordance with the RRP. For detailed information regarding the RRP, Tenant should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Tenant understands and acknowledges that compliance under Federal and Maryland law is the sole responsibility of Landlord and that Tenant agrees to read and become familiar with the requirements of Federal and Maryland law as contained in the above brochures and notice. _____/_____ **TENANT'S INITIALS**

34. TENANT ACCEPTS PROPERTY: Tenant has been provided with an opportunity to inspect the Property and accepts the Property in its present condition, unless otherwise agreed in writing.

35. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS: Tenant may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Tenant acknowledges that Tenant is solely responsible to inquire of such matters before signing this Lease. Tenant shall have no right to cancel this Lease based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Tenant further acknowledges that no real estate licensee involved in the leasing of the Property, whether acting as the agent for Landlord or Tenant, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

36. FLOOD-PLAIN NOTICE: In the event any part of the Property is located within a designated flood hazard area, Tenant is advised of the following:

The rental unit you are to occupy or the motor vehicle parking area or separate storage facility you are to use (as the case may be) is situated in an area prone to flooding during unusually heavy or prolonged steady periods of rain. Such flooding may damage personal belongings and motor vehicles. Because of this possible loss, you may be eligible for U.S. Government subsidized flood insurance which may be purchased from some insurance agents. Damage to motor vehicles may not be covered by such insurance; therefore, you may also wish to determine whether or not you have sufficient motor vehicle insurance to cover loss due to damage to your motor vehicle resulting from flooding in this area. The local zoning authority can provide information pertaining to the susceptibility of this area to flooding. You may wish to contact the appropriate department before signing either this acknowledgement or Lease for this rental unit. Detailed information regarding flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future may be obtained at: <https://www.fema.gov/national-flood-insurance-program>. Detailed information regarding updated flood insurance rate maps may be obtained at: <http://www.mdfloodmaps.net/home.html>.

I acknowledge reading and understanding the foregoing warning concerning flooding. I have been provided time, prior to signing either this acknowledgement or Lease, to contact the appropriate governmental agency concerning the susceptibility of the area around my rental unit to flooding. _____/_____ **TENANT'S INITIALS**

NOTICE: Some jurisdictions require acknowledgement of this notice.

37. TENANT'S LIABILITY AND RESPONSIBILITY TO OBTAIN INSURANCE: Tenant agrees that with respect to those portions of the Property within the exclusive control of Tenant, Landlord shall not be responsible or liable for any loss or damage to any goods or chattels placed on, in, or about the Property, nor for any personal injury to Tenant or any agent, employee, invitee, or family member of Tenant. Landlord shall not be deemed a bailee as to any goods or chattels placed on, in, or about the Property. It is the responsibility of Tenant to obtain and pay the costs of any insurance to protect Tenant from loss or damage to Tenant's personal property placed on, in, or about the Property, and to maintain adequate personal liability insurance. Notwithstanding any provision of this Lease to the contrary, no provision of this Lease shall be construed to indemnify Landlord, or to hold Landlord harmless, or to exonerate Landlord from any liability to Tenant, or to any other person, for any injury, loss, damage, or liability

arising from any omission, fault, negligence, or other misconduct of Landlord on or about those areas which are not within Tenant's exclusive control.

38. JOINT AND SEVERAL LIABILITY: Each Tenant is jointly and severally liable to Landlord for full performance under each and every covenant and condition of this Lease and for compliance with applicable law.

39. TENANT INDEMNIFIES LANDLORD: Tenant shall indemnify and hold Landlord harmless against and from any and all liability arising from any injury or death, property damage, or other loss during the Term to person or property arising within those portions of the Property within the exclusive control of Tenant, or occasioned by any act or omission of Tenant, any resident of the Property, or of any agent, employee, invitee, or family member of Tenant.

40. TENANT'S RESPONSIBILITY AT END OF TERM: Tenant agrees to surrender the Property to Landlord at the end of the Initial Term, or any renewal thereof, in the same condition as when received, ordinary wear and tear excepted. Tenant further agrees to surrender the Property free and clear of all furniture and debris and in a broom clean condition.

41. FAILURE TO VACATE AT TERMINATION: If Tenant does not vacate the Property on or before the last day of the applicable Term, Landlord may in accordance with Maryland law (a) eject Tenant and take possession of the Property; (b) hold Tenant liable as a tenant holding over for another one or more terms at the same rent; and/or (c) exercise any other remedy granted to a landlord under Maryland law.

42. TENANT RESTRICTED FROM SUBLEASING OR ASSIGNING LEASE: Tenant shall not assign this Lease or sublet all or part of the Property without the prior written consent of Landlord, which consent may be withheld in the Landlord's sole and absolute discretion. Any assignment or subletting without Landlord's prior written consent shall be null and void and of no effect. Landlord may elect to accept rent directly from any assignee or subtenant, but the acceptance of rent from an assignee or subtenant shall not constitute a release of Tenant from Tenant's liability hereunder. Any consent to a subletting or assignment shall not constitute a waiver of the obligation of Tenant to obtain consent for any subsequent assignment or subletting, and such consent shall not constitute a release of Tenant from Tenant's liability hereunder.

43. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS DAMAGED: If the Property is (a) rendered totally uninhabitable by fire, act of God, or by the acts of rioters or public enemies; or (b) if the Property is only partially damaged or destroyed and Landlord, upon notice to Tenant, elects not to repair such damage or destruction, the tenancy hereby created shall immediately cease and all rent payable under this Lease shall be apportioned to the date of such occurrence. If, however, the Property is only partially destroyed or damaged and Landlord elects to repair the damage to the Property, then Landlord shall restore the Property to substantially the same condition as existed immediately before such occurrence without unreasonable delay. In such event, the rent payable under this Lease shall not be abated and this Lease shall remain in full force and effect.

44. TENANT'S AND LANDLORD'S RIGHTS IF PROPERTY IS TAKEN BY THE GOVERNMENT: If the Property or any part thereof is taken or condemned for a public or quasi-public use, this Lease shall, as to the part so taken, terminate as of the date title shall vest in the condemnor. Tenant waives all claims against Landlord and condemnor by reason of the complete or partial taking of the Property, and all damages awarded as a result of any condemnation, whether for the whole or a part of the Property, shall belong to and shall be the sole property of Landlord, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Property.

45. LANDLORD'S RIGHT TO RE-RENT THE PROPERTY: If the Property becomes vacant because of the exercise by Landlord of Landlord's remedies under this Lease, or should Tenant abandon the Property, Landlord may take possession of and re-let the Property, as agent of Tenant, upon such terms and conditions as Landlord shall reasonably determine. Abandonment of leased Property means there is an absolute relinquishment of Property by Tenant consisting of act and intention. Tenant, upon demand by Landlord, shall pay to Landlord all costs and expenses incurred by Landlord in such re-letting and may be liable to Landlord for the difference between the rent payable under this Lease and the amount of the rent received upon any such re-letting. Nothing contained in this Lease shall be deemed to impose upon Landlord any obligation to show or lease the Property in preference to any other rental property(ies) owned by Landlord.

46. TENANT AND LANDLORD MAY MEDIATE DISPUTES: In the event a dispute between Landlord and Tenant arises out of or from this Lease, Landlord and Tenant acknowledge that such dispute may be voluntarily submitted to mediation through the local board/association of REALTORS®, the Maryland Association of REALTORS®, or through such other mediator or mediation service as may be mutually agreed upon by Tenant and Landlord in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Tenant and Landlord. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties, or to require the parties to continue mediation if either party does

not desire to do so. A resolution of a dispute through mediation is not binding upon the parties, unless the parties voluntarily enter into a binding written agreement resolving the dispute.

47. ATTORNEY'S FEES AND COURT COSTS: Should any action be brought by either party hereto to enforce any provision of this Lease, the prevailing party in such action shall be reimbursed by the other party for all reasonable attorney's fees, necessary expenses, and court costs incurred by the prevailing party in the action.

48. LANDLORD DOES NOT WAIVE LEGAL RIGHTS: The failure of Landlord to insist upon the strict performance of any of the terms and conditions of this Lease, in any one or more instances, or to exercise any election as herein provided, shall not constitute or be construed as a waiver by Landlord of such term or condition or an election for future instances.

49. HEIRS AND ASSIGNS ARE BOUND BY LEASE: The terms and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns (if permitted) of Landlord and Tenant.

50. CONTROLLING LAW: This Lease shall be construed and interpreted in accordance with the laws of the State of Maryland. As used in this Lease, the singular shall include the plural and the plural shall include the singular and the use of any genders shall be applicable to all genders. It is understood and agreed by the parties hereto that if any part, term, or provision of this Lease is by the Courts held to be illegal or in conflict with any law of the state or county where made, the validity of the remaining portions or provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

51. REAL ESTATE BROKER LEGAL LIMITATIONS: As used in this Lease, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 12 of this Lease; (b) the two (2) named Sales Associates identified on Page 12 of the Lease; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified. Landlord and Tenant understand and acknowledge that any broker and broker's agents, subagents, and employees are not and were not at any time authorized to make any representations regarding this Lease or the Property other than those expressly set forth herein. Broker and broker's agents, subagents, and employees do not assume any responsibility for the condition of the Property or for the performance of this Lease by any or all parties hereto. By signing this Lease, Tenant acknowledges that Tenant has not relied upon any representations made by broker or any agent, subagent, or employee of broker, except those representations expressly set forth herein. In the event a dispute arises under this Lease between Landlord and Tenant resulting in broker or broker's agents, subagents, or employees being made a party to any litigation, whether as a defendant or third party defendant, Landlord and Tenant, jointly and severally, agree to indemnify broker and broker's agents, subagents, or employees for all costs and expenses, including reasonable attorney's fees incurred by broker or broker's agents, subagents, or employees as a result of such litigation, provided that such litigation does not result in a judgment against broker or broker's agents, subagents, or employees for any wrongdoing.

52. REAL ESTATE LICENSEE DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of the Disclosure of Licensee Status Addendum.

53. AGENCY DISCLOSURE: If applicable, Landlord and/or Tenant acknowledges receipt of "Understanding Whom Real Estate Agents Represent."

54. TIME IS OF THE ESSENCE: Time is of the essence of this Lease.

55. ADDITIONAL PROVISIONS: _____

ADDENDUM(S) ATTACHED CONCERNING _____

56. ADDENDUM: (See attached Local City/County Notices/Disclosure attached hereto and made part of this Lease).

TENANT HAS READ OR HAS LISTENED TO A READING OF THIS LEASE, UNDERSTANDS SAME, AND HAS RECEIVED A COPY OF THIS LEASE. LANDLORD AND TENANT BY THEIR SIGNATURES BELOW, HEREBY ACCEPT AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE.

Tenant's Signature Date Landlord or Authorized Representative of Landlord Date

Tenant's Signature Date Landlord or Authorized Representative of Landlord Date

Tenant _____ / _____ Page 11 of 12 10/23 Landlord/Authorized Representative of Landlord _____ / _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____

SALES ASSOCIATE NAME: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: LISTING BROKER AND LANDLORD AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

LEASING BROKERAGE COMPANY NAME: _____

BROKER OF RECORD NAME: _____

SALES ASSOCIATE NAME: _____

OFFICE ADDRESS: _____

OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____

SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: LANDLORD AGENT; OR
 SUBAGENT; OR
 EXCLUSIVE TENANT AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT



POST-SETTLEMENT OCCUPANCY AGREEMENT

AGREEMENT dated _____ between

Buyer _____

and Seller _____

for Property known as _____.

1. TERM OF OCCUPANCY AND CONSIDERATION. Buyer hereby permits Seller to remain in possession of the Property from the Settlement Date of _____ through _____ at _____ a.m./p.m. ("Term of Occupancy"), with the Term of Occupancy **not to exceed sixty (60) days**, upon payment of consideration at Settlement as follows:

Buyer's Initials Seller's Initials

(a) _____ / _____ / _____ **Nominal Consideration; or**

(b) _____ / _____ / _____ **Carrying Costs of Buyer.** Carrying Costs of Buyer are defined as: Mortgage Principal and Interest, Property Taxes, Mortgage Insurance, Flood and/or Other Hazard Insurance, any HOA or Condominium fees, and/or landscaping fees, as applicable and all pro-rated accordingly, as calculated by Escrow Agent identified in the Security Deposit paragraph below; or

(c) _____ / _____ / _____ **Flat Daily Rate** of \$ _____ per day, for a total of \$ _____.

The consideration paid is non-refundable in the event Seller vacates the Property prior to the last day of the Term of Occupancy. In no event shall Seller remain in the Property after the end of the Term of Occupancy. If Seller fails to vacate the Property by the end of the Term of Occupancy, Buyer shall have any and all legal remedies available to them, and Seller hereby acknowledges and agrees to automatically forfeit their Security Deposit as provided in the Security Deposit paragraph as Additional Consideration to Buyer and authorizes Escrow Agent as identified in the Security Deposit paragraph to disburse the Security Deposit to Buyer.

2. SECURITY DEPOSIT. Seller shall deposit \$ _____ at Settlement with _____ ("Escrow Agent") as a Security Deposit. The Security Deposit will be applied to any unpaid amounts that may remain due to Buyer pursuant to this Agreement, any extension thereof or hold-over period, or applied to any damages to the Property caused by Seller and/or Seller's family members, guests, invitees, licensees, contractors, employees, and/or agents, in excess of ordinary wear and tear, or any other damages and expenses incurred by Buyer as a result of a breach of any term of this Agreement. Escrow Agent shall hold the Security Deposit in a non-interest-bearing account in an FDIC-insured financial institution.

3. PROPERTY CONDITION. Seller hereby agrees to deliver the Property to Buyer at the end of the Term of Occupancy in the condition as required under the terms of the parties' Contract of Sale dated _____.

4. UTILITIES. Seller shall continue to pay all utilities through the later of the last day of the Term of Occupancy or the date Seller vacates the Property.

5. FINAL INSPECTION AND DEFICIENCIES. Following the date Seller vacates the Property, Buyer and/or Buyer's designee shall inspect the Property to ensure that the condition of the Property is satisfactory in accordance with the terms of the Contract of Sale. Seller and/or Seller's designee shall have the right to be present at such inspection. The Final Inspection shall take place on _____ or any other date mutually agreed to by the parties in writing. In the event that Buyer determines that all terms of the Contract of Sale related to property condition have not been complied with, Buyer



shall deliver a written list of deficiencies, with each deficiency corresponding to a line-item charge against the Security Deposit, to Seller and to Escrow Agent within five (5) days of the date of the Final Inspection.

In the event a written list of deficiencies is delivered to Seller and Escrow Agent within the above-referenced timeframe, Escrow Agent shall continue to hold the Security Deposit pending delivery of either of the following:

- A. Notice from Buyer to Escrow Agent directing a release of all funds to Seller; or
- B. A written agreement between Buyer and Seller specifying any other disposition of such funds.

6. DISBURSEMENT OF SECURITY DEPOSIT. In the event Buyer fails to make a timely claim against the Security Deposit in connection with alleged deficiencies as stated in the Final Inspection and Deficiencies paragraph, Buyer is barred from making any claims under this Agreement against the Security Deposit. In such case, Escrow Agent shall release the Security Deposit to Seller without any further agreement, notice(s), or duties. Notwithstanding the release of the Security Deposit, the parties agree that the rights and obligations of the parties with respect to the condition of the Property as specified in this Agreement and the parties' Contract of Sale remain in full force and effect. In the event that any amounts due to Buyer under this Agreement are in excess of the Security Deposit, it is acknowledged and agreed that Seller shall immediately reimburse Buyer for all additional amounts due.

7. ESCROW AGENT. Buyer and Seller acknowledge and agree that Escrow Agent's responsibilities as referenced in this Agreement shall be 1) maintenance of the Security Deposit in a non-interest-bearing, FDIC-insured account as described in the Security Deposit paragraph; 2) the receipt of any written list of deficiencies identified by Buyer as described in the Final Inspection and Deficiencies paragraph, and; 3) the disbursement of the Security Deposit as described in the Disbursement of Security Deposit paragraph, as applicable. In no event shall Escrow Agent be liable for any decisions made by the parties pursuant to this Agreement or in the event the Security Deposit is insufficient to pay all Buyer's bona fide damages and expenses. In the event that Escrow Agent must participate in negotiations with or between the parties, or in any legal or equitable proceedings in any capacity, Buyer and Seller agree to be jointly and severally liable for Escrow Agent's time, as well as reasonable attorney's fees, expenses, and costs incurred by Escrow Agent. Escrow Agent shall give advance notice to Buyer and Seller prior to incurring any expenses or charges for which Buyer and/or Seller shall be responsible under this paragraph.

Escrow Agent hereby acknowledges and agrees to perform the duties and responsibilities as set forth herein:

Escrow Agent Signature

Agent/Company Name

Date

8. PROPERTY ACCESS BY BUYER. On the Settlement Date, Seller shall provide Buyer with a set of keys to the Property and any access codes necessary for electronic locks. It is further acknowledged and agreed that Buyer may enter the Property to examine, maintain, repair, or protect the Property from damage. Buyer may enter the Property at reasonable hours of the day and upon reasonable advance notice to Seller, except in an emergency, in which case no such advance notice shall be required.

9. LANDLORD-TENANT RELATIONSHIP NOT CREATED. This Agreement does not constitute or create a Landlord-Tenant relationship between Buyer and Seller. Seller hereby warrants and agrees that no such tenancy shall arise under this Agreement or under applicable state or local law. Seller shall have no rights afforded to tenants in the jurisdiction where the Property is sited by way of this Agreement.

10. INSURANCE. Buyer shall maintain fire and extended coverage insurance on the Property with an appropriate absentee owner's liability clause. In addition, Seller shall obtain and maintain throughout the Term of Occupancy an appropriate insurance policy or policies that insures Seller against loss or damage to Seller's personal property and insures both Buyer and Seller for vandalism, fire, and extended coverage for injuries sustained by Seller's guests or other third parties who may enter the Property during the Term of Occupancy. Buyer shall be named as a loss payee with the Seller on said policy or policies of insurance. Buyer and Seller shall confirm with their respective insurers that appropriate coverage can be and is obtained pursuant to the terms of this Agreement.





RESIDENTIAL CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: _____.

2. TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

3. SELLER: _____

4. BUYER: _____

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as _____ located in _____ City/County, Maryland, Zip Code _____, together with the improvements thereon, and all rights and appurtenances thereto belonging.

6. ESTATE: The Property is being conveyed: _____ in fee simple or _____ subject to an annual ground rent, now existing, in the amount of _____ Dollars (\$ _____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.

7. PURCHASE PRICE: The Purchase Price is _____ Dollars (\$ _____).

8. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) Buyer has delivered OR will deliver within _____ Days of the Date of Contract Acceptance an initial Deposit by way of _____ in the amount of _____ Dollars (\$ _____).

(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$ _____) to be paid _____.

(c) All Deposits will be held in escrow by: _____.

If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in subparagraph (c) above to place the Deposits in: **(Check One)**

A non interest bearing account; **OR**

An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

9. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 8(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 8(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section



17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland and Section 10-803 of the Real Property Article, Annotated Code of Maryland.

10. SETTLEMENT: Date of Settlement _____ or sooner if agreed to in writing by the parties.

11. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> Additional As Is Provisions | <input type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Property Condition Disclosure Law |
| <input type="checkbox"/> ATU/BAT On-Site Sewage Disposal | <input type="checkbox"/> Notice & Discl. of Deferred Water & Sewer Charges |
| <input type="checkbox"/> Back-Up Contract | <input type="checkbox"/> On-Site Sewage Disposal System Inspection |
| <input type="checkbox"/> Cash Appraisal Contingency | <input type="checkbox"/> Property Inspections |
| <input type="checkbox"/> Condominium Resale Notice | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Buyer's Sale, Fin., Settlement/Lease of Other Real Estate |
| <input type="checkbox"/> Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards | <input type="checkbox"/> Seller Contribution |
| <input type="checkbox"/> FIRPTA | <input type="checkbox"/> Seller's Home of Choice |
| <input type="checkbox"/> Forest Conservation Act | <input type="checkbox"/> Solar Panel |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Short Sale |
| <input type="checkbox"/> Inclusions/Exclusions, Leased Items, & Utilities | <input type="checkbox"/> Tenant Occupied |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Third Party Approval |
| <input type="checkbox"/> Local City/County Certifications/Registrations | <input type="checkbox"/> Water Quality Test |
| <input type="checkbox"/> Local City/County Notices/Disclosure | <input type="checkbox"/> Water Yield Test |
| <input type="checkbox"/> Maryland Lead Poisoning Prevention Program | |
| <input type="checkbox"/> Other Addenda/Special Conditions: | |

12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

13. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

14. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

15. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

16. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.



17. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

18. SECTION AND PARAGRAPH HEADINGS: The Section and Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights, or obligations of the parties.

SECTION TWO: PAYMENT OF THE PURCHASE PRICE

19. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- | | | |
|----------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Conventional Financing Addendum | <input type="checkbox"/> USDA Financing Addendum | <input type="checkbox"/> Owner Financing Contingency |
| <input type="checkbox"/> FHA Financing Addendum | <input type="checkbox"/> Assumption Addendum | <input type="checkbox"/> No Financing Contingency |
| <input type="checkbox"/> VA Financing Addendum | <input type="checkbox"/> Gift of Funds Contingency Addendum | <input type="checkbox"/> OTHER: _____ |

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within _____ (_____) days from the Date of Contract Acceptance. If a written financing commitment is not obtained by Buyer within _____ (_____) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in the Financing paragraph of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

21. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

22. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

23. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the **Financing** paragraph, the **Financing Application and Commitment** paragraph, and the **Buyer Responsibility** paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

24. INCLUSIONS/EXCLUSIONS: Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if identified on a Disclosure of Inclusions/Exclusions, Leased Items, and Utilities Addendum attached hereto.

25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." At settlement, Seller shall deliver possession of the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement to confirm the condition of the property.

26. INSPECTION CONTINGENCY: If Buyer and Seller agree, Buyer will be afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon inspections to ascertain any unsatisfactory conditions. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects. **Any Buyer Inspection Contingency must be established through Addenda to this Contract.**



SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES

27. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME: The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

28. 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. Buyer's 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: See Notice Regarding Deferred Water and Sewer Charges.)

29. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by _____.**

30. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

31. FOREST CONSERVATION AND MANAGEMENT PROGRAM: Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by _____.

32. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

SECTION FIVE: GENERAL DISCLOSURES

33. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Buyer is advised of the right to receive a “Disclosure and Disclaimer Statement” from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

34. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

35. LEAD-BASED PAINT:

A. FEDERAL LEAD-BASED PAINT LAW: Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the “Act”), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer’s initials below that Buyer has read and understands the provisions of Paragraph 35.A.
_____/_____ **(BUYER)**

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 <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Buyer acknowledges by Buyer’s initials below that Buyer has read and understands Paragraph 35.B.
_____/_____ **(BUYER)**

C. MARYLAND LEAD POISONING PREVENTION PROGRAM: Under the Maryland Lead Poisoning Prevention Program (the “Maryland Program”), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer’s initials below that Buyer has read and understands Paragraph 35.C.
_____/_____ **(BUYER)**

36. LIMITED WARRANTY: NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

37. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled “Property Insurance Basics – What You Should Know” is available to explain current issues relative to obtaining insurance



coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

38. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: 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 by Buyer’s mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program (“NFIP”) provides for the availability of flood insurance but also 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, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: 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. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdloodmaps.net>.

39. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

40. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the “Critical Area” of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The “Critical Area” generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The “Critical Area” also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the Critical Area.

41. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer’s expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer’s written offer a clause making Buyer’s purchase of the Property contingent upon a satisfactory wetlands inspection.

42. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the “Sex Offender Registry” at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further



acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

43. MILITARY INSTALLATIONS: 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.

44. NOTICE TO THE PARTIES:

A. NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
- (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size, location and through a survey by a licensed engineer or land surveyor, at Buyer's expense;
- (5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses;
- (6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

B. NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, leases, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

C. COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

D. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

45. HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: IF YOU PLAN TO LIVE IN THIS HOME AS YOUR PRINCIPAL RESIDENCE, YOU MAY QUALIFY FOR THE HOMESTEAD PROPERTY TAX CREDIT. THE HOMESTEAD PROPERTY TAX CREDIT MAY SIGNIFICANTLY REDUCE THE AMOUNT OF PROPERTY TAXES YOU OWE. Additional information may be obtained at: <https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx>.

46. PROPERTY TAX NOTICE – 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

SECTION SIX: TRANSFER OF TITLE AND CLOSING

47. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

48. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or



other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

49. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including the Metropolitan District Sanitary Commission and the Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. **Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.**

50. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

51. TRANSFER CHARGES:

A. IN GENERAL. If Buyer is **NOT** a first-time Maryland homebuyer, payment of Recordation Taxes and State and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located.

B. FIRST-TIME MARYLAND HOMEBUYER. Maryland law provides that the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Payment of Recordation Taxes and local Transfer Taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____ . Buyer shall be entitled to receive the benefit of any local owner-occupancy reduction offered by the jurisdiction where the property is located. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should check the box on Page 10 of this Contract, indicating that Buyer is a first-time Maryland homebuyer, and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

52. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale **shall** be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf.***

53. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three



Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

54. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

55. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

56. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

57. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

58. PROPERTY OWNER'S TITLE INSURANCE: Buyer is encouraged to purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that a policy issued to the Lender will not protect the Buyer from losses caused by title defect. Nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

59. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, subject to the Deposit paragraph of this Contract, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

60. MEDIATION OF DISPUTES: Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through Maryland REALTORS® or its



Contact Information:

BUYER / NAME(S): _____
MAILING ADDRESS: _____

SELLER / NAME(S): _____
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: _____ LICENSE NUMBER: _____
OFFICE ADDRESS: _____
OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: LISTING BROKER AND SELLER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: _____
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: _____ LICENSE NUMBER: _____
OFFICE ADDRESS: _____
OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: SELLER AGENT; OR
 SUBAGENT; OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT





UNIMPROVED LAND CONTRACT OF SALE

This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF RESIDENTIAL UNIMPROVED REAL ESTATE LOCATED IN MARYLAND ONLY. NOT FOR USE FOR THE SALE OF IMPROVED REAL ESTATE, COMMERCIAL, OR INDUSTRIAL REAL ESTATE.

APPROPRIATE ADDENDA MAY BE REQUIRED

SECTION ONE: GENERAL CONTRACT PROVISIONS

1. DATE OF OFFER: _____.

2. TIME IS OF THE ESSENCE. Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

3. SELLER: _____

4. BUYER: _____

5. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as _____ located in _____ City/County, Maryland, Zip Code _____ together with all rights and appurtenances thereto belonging. Buyer and Seller agree that the Property subject to the Contract is estimated to contain _____ (____) acre(s) of land, or _____ (____) square feet of land, more or less. Unless an addendum pertaining to the acreage or square feet and/or the configuration of the Property is specifically included as a part of the Contract, Buyer shall purchase the Property and Seller shall sell the Property without any adjustment in the purchase price regardless as to the actual size or configuration of the Property.

6. ESTATE: The Property is being conveyed: _____ in fee simple or _____ subject to an annual ground rent, now existing, in the amount of _____ Dollars (\$) _____) payable semi-annually, as now or to be recorded among the Land Records of _____ City/County, Maryland.

7. PURCHASE PRICE: The Purchase Price is _____ Dollars (\$) _____).

8. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) Buyer has delivered OR will deliver within _____ Days of the Date of Contract Acceptance an initial Deposit by way of _____ in the amount of _____ Dollars (\$) _____).

(b) An additional Deposit by way of _____ in the amount of _____ Dollars (\$) _____) to be paid _____.

(c) All Deposits will be held in escrow by: _____.

If Deposit will not be held by a Maryland licensed real estate broker, the parties shall execute a separate written Escrow Agreement that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in subparagraph (c) above to place the Deposits in: **(Check One)**

- A non interest bearing account; **OR**
- An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

9. DEPOSIT: If the Deposit is held by a Broker as specified in Paragraph 8(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 8(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall



be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

10. SETTLEMENT: Date of Settlement _____ or sooner if agreed to in writing by the parties.

11. ADDENDA/DISCLOSURES: The Addenda checked below, which are hereby attached, are made a part of this Contract:

- | | |
|---------------------------------------------------------------------------|----------------------------------------------------------------------------|
| <input type="checkbox"/> Affiliated Business Disclosure Notice | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> Additional As Is Provisions | <input type="checkbox"/> Mineral Rights |
| <input type="checkbox"/> Back-Up Contract | <input type="checkbox"/> Notice & Discl. of Deferred Water & Sewer Charges |
| <input type="checkbox"/> Cash Appraisal Contingency | <input type="checkbox"/> Property Subject to Ground Rent |
| <input type="checkbox"/> Conservation Easement | <input type="checkbox"/> Purchase Price Escalation |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> Sale, Fin., Settlement/Lease of Other Real Estate |
| <input type="checkbox"/> Homeowners Association Notice | <input type="checkbox"/> Seller Contribution |
| <input type="checkbox"/> Inclusions/Exclusions, Leased Items, & Utilities | <input type="checkbox"/> Seller's Purchase of Another Property |
| <input type="checkbox"/> Kickout | <input type="checkbox"/> Tenant Occupied Addendum |
| <input type="checkbox"/> Local City/County Certifications/Registrations | <input type="checkbox"/> Third Party Approval |
| <input type="checkbox"/> Local City/County Notices/Disclosure | <input type="checkbox"/> Unimproved Land Contract Addendum |
| <input type="checkbox"/> Local Private/Public Water | <input type="checkbox"/> Water Quality |
| <input type="checkbox"/> Other Addenda/Special Conditions: | <input type="checkbox"/> Water Yield Test |

12. BUYER AND SELLER MAY EXECUTE THIS CONTRACT ELECTRONICALLY USING ELECTRONIC SIGNATURES:

Buyer and Seller hereby acknowledge that pursuant to Section 21-101 et seq. of the Commercial Law Article, Annotated Code of Maryland, Buyer and Seller may execute this contract electronically using electronic signatures. If a mortgage or settlement company requires wet signatures, all parties agree to promptly re-sign all the documents. The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by facsimile transmittal or delivers a digital image of the executed document by electronic transmittal.

13. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

14. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

15. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

16. LEASES: Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent. Seller warrants that the Property is not tenant-occupied nor subject to any leases, unless otherwise stated in an attached Tenant Occupied Addendum.

17. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.



18. SECTION AND PARAGRAPH HEADINGS: The Section and Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights, or obligations of the parties.

SECTION TWO: PAYMENT OF THE PURCHASE PRICE

19. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- Conventional Financing Addendum
- Assumption Addendum
- Gift of Funds Contingency Addendum
- Owner Financing Addendum
- No Financing Contingency
- OTHER: _____

20. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within _____ (_____) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within _____ (_____) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

21. BUYER RESPONSIBILITY: If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

22. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE: Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

23. ALTERNATE FINANCING: Provided Buyer timely and diligently pursues the financing described in the **Financing** paragraph, the **Financing Application and Commitment** paragraph, and the **Buyer Responsibility** paragraph, Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in the Financing Paragraph, or any addendum to this Contract, the Financing Application and Commitment paragraph or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in the Financing Application and Commitment paragraph, or any addendum to this Contract.

SECTION THREE: PROPERTY CONDITION AND INSPECTIONS

24. FARM/CROPS/TIMBER RIGHTS: Seller or any tenant of Seller shall be allowed to harvest, sell or assign any annual crops which have been planted on the Property prior to the Date of the Contract Acceptance, even though said harvest time may occur subsequent to the date of the settlement on this Contract, unless otherwise agreed by attached addendum. If the crop consists of timber, neither Seller nor any tenant of Seller shall have any right to harvest the timber unless the right to remove same shall be established by attached addendum. Notwithstanding the provisions hereof, any tenant who shall be leasing the Property shall be allowed to complete the harvest of any annual crops which have been planted prior to the Date of Contract Acceptance, as previously agreed between Seller and Tenant.

25. CONDITION OF PROPERTY AND POSSESSION: EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS." At settlement, Seller shall deliver possession of the Property vacant, clear of trash and debris, and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement to confirm the condition of the property.



26. SEWAGE DISPOSAL, WATER AND SURVEY:

A. SUITABILITY FOR PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM: (Check One)

- This sale is not contingent upon any provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system.

OR This sale is contingent upon a provision regarding a percolation test to indicate suitability for installation of a private on-site sewage disposal system. **See attached addendum.**

B. PUBLIC SEWAGE SYSTEM: (Check One)

- This sale is not contingent upon the ability to connect the property to the public sewage system.

OR This sale is contingent upon the ability to connect the property to the public sewage system.

C. PUBLIC/PRIVATE WATER: (Check One)

- This sale is not contingent upon any provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water.

OR This sale is contingent upon a provision regarding well water quantity or quality or the ability to connect the property to a public or private source of potable water. **See attached addendum.**

D. SURVEY: Buyer is advised that a survey of the Property may be required to meet the underwriting requirement of the title insurers and/or mortgage lender: **(Check One)**

- This sale is not contingent on a survey or lot/land boundary markers.

OR This sale is contingent on a survey or lot/land boundary markers. **See attached addendum.**

27. ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon an Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires an Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents, or subagents are not responsible for the existence or discovery of property defects.

Inspection Addenda Attached _____ / _____
Buyer Buyer

Inspections Declined _____ / _____
Buyer Buyer

SECTION FOUR: PROPERTY-SPECIFIC DISCLOSURES

28. HOMEOWNER'S ASSOCIATION / CONDOMINIUM REGIME: The Property is not part of development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act or a condominium regime as defined by the Maryland Condominium Act, unless acknowledged by an attached addendum.

29. 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. Buyer's 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: See Notice Regarding Deferred Water and Sewer Charges.)

30. AGRICULTURALLY ASSESSED PROPERTY: The *Agricultural Use Assessment* (Assessment) is a reduced property tax assessment for agricultural land. To be eligible for the Assessment, the land must be actively used for agricultural purposes. The *Agricultural Land Transfer Tax* (Tax) is a tax imposed under Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland. **If the Property is assessed in the agricultural use category and the Buyer does not intend to use the Property for agricultural purposes, the Tax may become due and could be substantial.** The Tax is imposed on the deed itself and must be paid before the deed can be recorded. At the time of sale, Seller shall notify Buyer in writing that the transfer may be subject to the Tax. Buyer will be responsible to pay the Tax unless the parties negotiate a different agreement. To avoid paying the Tax, Buyer must continue to use the Property for agricultural purposes and comply with the other requirements of the law. **The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code**



of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. The Tax assessed as a result of this transfer shall be paid by _____.

31. NOTICE CONCERNING CONSERVATION EASEMENTS: If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

32. FOREST CONSERVATION AND MANAGEMENT PROGRAM:

Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by _____.

33. FOREST CONSERVATION ACT NOTICE: If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

SECTION FIVE: GENERAL DISCLOSURES

34. GROUND RENT: If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

35. (RESERVED)

36. (RESERVED)

37. PROPERTY INSURANCE BROCHURE: An informational brochure published by Maryland REALTORS® titled "Property Insurance Basics – What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased and may be obtained on Maryland REALTORS® website: <http://www.mdrealtor.org/Portals/0/adam/Content/gejh4dXTAEWPU3vfLrkJ1A/Link/FINAL-Property-Insurance-Basics-Flyer-Web.pdf>.

38. FLOOD DISCLOSURE NOTICE:

A. FLOOD INSURANCE PREMIUMS: 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 by Buyer's mortgage lender as a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also 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, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. The only requirement for purchasing flood insurance from the NFIP is that you live in a community that participates (via floodplain regulations) in the NFIP. The same requirement applies to the mandatory purchase of flood insurance. Detailed information regarding flood insurance coverage may be obtained at: <https://www.fema.gov/national-flood-insurance-program>.

B. FLOOD INSURANCE RATE MAPS: 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. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdfloodmaps.net>.



39. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

40. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties do not include land located in the Critical Area.

41. WETLANDS NOTICE: Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

42. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS. Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

43. MILITARY INSTALLATIONS: 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.

44. NOTICE TO THE PARTIES:

A. NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
- (4) Lot size and exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense; or
- 5) Existing zoning or permitted uses of the Property. Buyer should contact the Zoning Office and/or a licensed engineer to verify zoning and permitted uses.

B. NO ADVISING: Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco



(EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

C. COMPENSATION OF VENDORS: Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

45. (RESERVED)

46. PROPERTY TAX NOTICE – 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

SECTION SIX: TRANSFER OF TITLE AND CLOSING

47. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS: Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

48. DEED AND TITLE: Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

49. ADJUSTMENTS: Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including the Metropolitan District Sanitary Commission and the Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law.

50. SETTLEMENT COSTS: Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects. If Buyer is a Veteran obtaining VA financing, Buyer's Broker may not charge a flat fee to Buyer nor to Seller per VA Reg. Part 38 CFR 36.4313(b). Seller is advised that should Seller not be able to attend Settlement as scheduled, Seller may be subject to additional charges from the settlement company to cover the reasonable additional costs of accommodating Seller's request. In such event, Seller is advised to contact the title company to determine what charges may apply.

51. TRANSFER CHARGES: Payment of Recordation Taxes and State and local Transfer Taxes (other than agricultural land transfer tax) will be divided equally between Buyer and Seller unless otherwise stated here: _____.

52. MARYLAND NON-RESIDENT SELLER: If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale **shall** be withheld at the time of settlement except as otherwise provided by Maryland law. ***Seller may request the Maryland Comptroller***



to issue a Certificate of Full or Partial Exemption from the withholding requirements, provided that such request is filed not later than 21 days prior to the date of closing. For detailed information, seller should call 1-800-MDTAXES or visit: https://www.marylandtaxes.gov/forms/current_forms/withholding_requirement.pdf.

53. FOREIGN INVESTMENT TAXES-FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

54. INTERNAL REVENUE SERVICE FILING: Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

55. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES: Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

56. BROKER'S FEE: All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

57. BROKER LIABILITY: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

58. PROPERTY OWNER'S TITLE INSURANCE: Buyer is encouraged to purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that a policy issued to the Lender will not protect the Buyer from losses caused by title defect. Nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer. Buyer understands that the Broker does not warrant the condition of title, and Buyer agrees to hold harmless Broker from any damages sustained by Buyer that may result from a defect in title.

SECTION SEVEN: BREACH OF CONTRACT AND DISPUTE RESOLUTION

59. DEFAULT: Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, subject to the Deposit paragraph of this Contract, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by



Contact Information:

BUYER / NAME(S): _____
MAILING ADDRESS: _____

SELLER / NAME(S): _____
MAILING ADDRESS: _____

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: _____
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: _____ LICENSE NUMBER: _____
OFFICE ADDRESS: _____
OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: LISTING BROKER AND SELLER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: _____
BROKER OF RECORD NAME: _____ LICENSE NUMBER: _____
SALES ASSOCIATE NAME: _____ LICENSE NUMBER: _____
OFFICE ADDRESS: _____
OFFICE PHONE: _____ BROKER/SALES ASSOCIATE MLS ID: _____
SALES ASSOCIATE PHONE: _____ SALES ASSOCIATE E-MAIL: _____

ACTING AS: SELLER AGENT; OR
 SUBAGENT; OR
 BUYER AGENT; OR
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

