



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. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.

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 Paragraph 19 of this Contract.

1. DATE OF OFFER: \_\_\_\_\_

2. SELLER: \_\_\_\_\_

3. BUYER: \_\_\_\_\_

4. 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.

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

6. PURCHASE PRICE: The purchase price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:
(a) An initial Deposit by way of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) at the time of this offer.
(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 not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(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 paragraph (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.

8. SETTLEMENT: Date of Settlement \_\_\_\_\_ or sooner if agreed to in writing by the parties.

9. 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:

- (Check) [ ] Conventional Loan as follows:
Loan Amount \$ \_\_\_\_\_
Term of Note \_\_\_\_\_ Years
Amortization \_\_\_\_\_ Years
Interest Rate \_\_\_\_\_ %
Loan Program \_\_\_\_\_
Loan Origination/Discount Fees (as a % of loan amount):
Buyer agrees to pay \_\_\_\_\_ %;
Seller agrees to pay \_\_\_\_\_ %.
Buyer shall receive the benefit of any reduction in fees.
[ ] FHA Financing Addendum
[ ] Gift of Funds Contingency Addendum
[ ] Owner Financing Addendum
[ ] VA Financing Addendum
[ ] Assumption Addendum
[ ] OTHER: \_\_\_\_\_
[ ] No Financing Contingency





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 16.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 lead-based paint per room for interior projects; more than 20 square feet of lead-based 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 [www.epa.gov/lead/pubs/renovation.htm](http://www.epa.gov/lead/pubs/renovation.htm).

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.

\_\_\_\_\_ / \_\_\_\_\_ (BUYER)

**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Program"), any residential dwelling constructed prior to 1950 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978 that is leased for residential purposes may be registered with the MDE at the election of the owner. If the property was built prior to 1979 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 should be completed.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.

\_\_\_\_\_ / \_\_\_\_\_ (BUYER)

**17. 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"/> As Is   | <input type="checkbox"/> Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act |
| <input type="checkbox"/> Cash/Conventional Financing Appraisal Contingency                         | <input type="checkbox"/> On-Site Sewage Disposal System Inspection   |
| <input type="checkbox"/> Condominium Resale Notice   | <input type="checkbox"/> Property Subject to Ground Rent   |
| <input type="checkbox"/> Conservation Easement   | <input type="checkbox"/> Property Inspections  |
| <input type="checkbox"/> Disclosure of Licensee Status   | <input type="checkbox"/> Purchase Price Escalation   |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer & Recordation Tax                 | <input type="checkbox"/> Short Sale  |
| <input type="checkbox"/> Homeowners Association Notice   | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate                                 |
| <input type="checkbox"/> Kickout   | <input type="checkbox"/> Seller's Purchase of Another Property   |
| <input type="checkbox"/> Lead-Based Paint Hazard Inspection  | <input type="checkbox"/> Third Party Approval  |
| <input type="checkbox"/> Federal Lead-Based Paint and Lead-Based Hazards Disclosure of Information | <input type="checkbox"/> Water Quality   |
| <input type="checkbox"/> Maryland Lead-Based Paint Disclosure                                      |  |
| <input type="checkbox"/> Local City/County Certifications/Registrations                            |  |
| <input type="checkbox"/> Local City/County Notices/Disclosure                                      |  |

Other Addenda/Special Conditions: General Addendum, Understanding Whom Real Estate Agents Represent

**18. WOOD DESTROYING INSECT INSPECTION:** Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_

shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

**19. DEPOSIT:** If the Deposit is held by a Broker as specified in Paragraph 7(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 7(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.

**20. 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.

**21. CONDITION OF PROPERTY AND POSSESSION:** At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. All electrical, heating, air conditioning, plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS"**. The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract.

**22. 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

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_

the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, 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.

**23. 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.

**24. TRANSFER CHARGES:**

**A. IN GENERAL.** Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

**B. FIRST-TIME BUYER.** Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

**RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

**STATE TRANSFER TAX:** Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, 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. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 9 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

**30. 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.)

**31. 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.

**32. 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.

**33. 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, 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.

**34. 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 the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_

**35. ATTORNEY'S FEES:** In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 10 of this Contract; (b) the two (2) named Sales Associates identified on Page 10 of the Contract; 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.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**36. 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.

**37. 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.

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

**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 \$25,000 FOR ANY CLAIM.

**40. 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).

**41. 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 may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

**42. 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.

**43. 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.

**44. WETLANDS NOTICE:** Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of 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.

**45. 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.

**46. 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.)

**47. 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.

**48. 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.

**49. 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.

**50. 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, 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.);

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_

(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;

(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; or

(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, 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.

**51. 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.

**52. 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.

**53. PARAGRAPH HEADINGS:** The 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.

**54. 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 12:00:01 a.m. to and including 11:59:59 p.m. E.S.T. 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.

**55. 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.

**56. ELECTRONIC DELIVERY:** 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 telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

**DATE OF CONTRACT ACCEPTANCE:** \_\_\_\_\_

**Check if First-Time Maryland Homebuyer**

**Contact Information:**

BUYER / NAME(S): \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SELLER / NAME(S): \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**Information provided for reference only:**

LISTING BROKER: \_\_\_\_\_ BRANCH OFFICE: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ BROKER/AGENT MLS ID: \_\_\_\_\_  
OFFICE ADDRESS: \_\_\_\_\_

SALES ASSOCIATE: \_\_\_\_\_ E-Mail: \_\_\_\_\_ PHONE: \_\_\_\_\_

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

SELLING BROKER: Real Estate Professionals, Inc. BRANCH OFFICE: \_\_\_\_\_  
OFFICE PHONE: (410) 234-2244 FAX: \_\_\_\_\_ BROKER/AGENT MLS ID: \_\_\_\_\_  
OFFICE ADDRESS: 518 Eastern Boulevard, Baltimore, MD 21221

SALES ASSOCIATE: \_\_\_\_\_ E-Mail: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACTING AS:  SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT" ); OR  
 BUYER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

**GENERAL ADDENDUM TO CONTRACT OF SALE**  
**FOR USE WITH THE MARYLAND ASSOCIATION OF REALTORS® RESIDENTIAL CONTRACT OF SALE FORM**

Addendum Number \_\_\_\_\_ to Contract of Sale (the "Contract") dated \_\_\_\_\_

Buyer(s)/Tenant(s): \_\_\_\_\_

Seller(s)/Owner(s): \_\_\_\_\_

Property: \_\_\_\_\_

**1. LEGAL REQUIREMENT:** A Contract for the sale of real property is required to be in writing to be enforceable under the laws of the State of Maryland. Once signed by the parties, the Contract becomes a legally binding agreement. The original terms of the Contract can only be altered thereafter with the agreement of the parties expressed in writing. All parties have the right to be represented by an attorney and are encouraged to seek competent advice if they do not understand any term(s) of the Contract. The broker/agent is required to promptly submit all written Contract offers to the Seller.

**2. INTENDED USE:** The use of a particular property may be limited or restricted as a result of zoning laws, local ordinances and/or restrictive covenants applicable to the property. The Contract of Sale form provided by the broker/agent is designed and intended for use only in the purchase and sale of single-family residences or unimproved residential property. If Buyer intends to use a property for any other purpose, the standard Contract of Sale form may not adequately serve to protect Buyer's interests without the addition of an appropriate clause or addendum conditioning the Contract offer upon a determination that Buyer's intended use of the Property will be permitted.

**3. SETTLEMENT:** All persons to be in title and/or responsible where a mortgage is to be created should be present at the time of settlement and may be required to provide proper identification. Prior to settlement, a lender normally requires that Buyer obtain and provide a fully paid homeowner's insurance policy, a termite inspection report, and various certifications which may be applicable to improved properties. Buyer should be prepared at the time of settlement to pay the settlement costs and the balance due under the Contract. Buyer must provide cash, wired funds, bank check or certified check for amounts to be paid at settlement. In some cases, Seller may be required to provide funds in excess of the sales proceeds in order for settlement to occur, in which event, Seller also should be prepared to make payment in an approved form. Any party uncertain of the amount required at settlement should make inquiry of the title company or settlement attorney prior to settlement. Buyer should establish gas, electric and water service in Buyer's name commencing the day of settlement.

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

**5. RENTAL:** If any portion of the Property is to be rented to tenants by Buyer, the local government may require that the Property be registered prior to any rental and a yearly registration fee may be assessed by the local government. You may call the appropriate government office for further information. If the Property is now or has been rented to tenants, local laws may give the tenants certain rights to purchase the Property. These rights are set forth in the Contract. Effective October 1, 1994, certain disclosures are required regarding the presence of lead paint in certain rental properties.

**6. PROPERTY LOCATED IN BALTIMORE CITY: Tenant's Right of First Refusal:** If the property is, or has been, within six (6) months of the date hereof, a single family residential rental dwelling in Baltimore City, Maryland, the validity of the Contract is contingent upon compliance with the provisions of Title 13, Subtitle 6 of the Baltimore City Code (2004 Edition, as amended). **Transfer Certificate:** The zoning ordinance of Baltimore City, Subtitle 5 of the Baltimore City Code, 2005 Edition, regulates that every person who sells property in Baltimore City (other than a 1 or 2 family dwelling) shall attach to the Contract or instrument of conveyance, a Transfer Certificate issued by the Baltimore City Zoning Administration.

**7. EQUAL HOUSING OPPORTUNITY:** A REALTOR® is required by federal, state and local law, and the Code of Ethics of the National Association of REALTORS® to treat all parties in a non-discriminatory manner without regard to race, color, creed, age, religion, national origin, sex, marital status, familial status, physical or mental disability, occupation, sexual orientation or preference, or other protected classifications under Fair Housing Laws.

**8. HOMEOWNER ASSOCIATIONS/CONDOMINIUMS:** If a Property is part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, Seller will make the required disclosures by an appropriate addendum to the Contract.

**9. COVENANTS AND RESTRICTIONS AFFECTING PROPERTY:** A majority of homes, whether new or re-sale, located in a subdivision are subject to certain restrictions applicable to the use of the Property as well as the construction of certain improvements to the Property. Such restrictions are referred to as covenants and, in the case of Property subject to a Homeowners Association or Condominium Association, the covenants are contained in a Declaration of Covenants and Restrictions as well as the Bylaws of the Association. However, many properties are also subject to covenants even though the Property is not subject to a Homeowners Association or Condominium Association. Buyers are encouraged to inquire as to any covenants and restrictions which may be applicable to the Property which is being considered for purchase.

**10. PRIVATE AGREEMENTS:** Some communities may be subject to agreements, covenants or restrictions relating to the cost of certain maintenance items, restricting the use of properties or dealing with other matters. For example, properties sharing a driveway are often subject to such agreements. These private agreements do not fall within the required disclosures of HOA or condominium laws and may or may not be recorded. Buyer should make inquiries of Seller prior to or at the time of Contract.

**11. WETLANDS, WATERWAYS AND/OR FLOOD PLAINS:** Buyer is advised that, if all or a portion of the Property has wetlands and/or waterways or is located in a designated flood plain, the approval of the U.S. Army Corps of Engineers (the "Corps"), the Maryland Department of Natural Resources and other federal, state or local agencies may be necessary before a building permit for either new construction or expansion or improvement of the Property can be issued. Additionally, the future use of existing improved property may be restricted due to the presence of waterways, wetlands, and/or flood plains. Information as to wetlands, waterways and/or flood plains can be obtained from the District Office of the Corps at (410) 962-3670, the Maryland Department of Natural Resources at (410) 974-3841 or the Office of Planning and Zoning of the county or city in which the Property is situated. The Buyer expressly assumes the risk that the Property may be subject to restrictions due to the presence of waterways, wetland, and/or flood designations.

**12. REFORESTATION:** (Note: Applicable to property containing 40,000 or more square feet of land.) Buyer is hereby advised that if Buyer intends to apply for subdivision or site plan approval or a grading or sediment control permit upon the Property, applicable City or County law may require as a condition of such approval that Buyer submit plans acceptable to the City/County for establishing new tree cover, planting trees to replace forest which has been recently removed, and conserving the cutting and clearing of trees in accordance with applicable laws and regulations.

**13. CHESAPEAKE BAY CRITICAL AREA:** If all or a portion of a Property is located within 1,000 feet of tidal waters of the Chesapeake Bay, there may be restrictions on the use and/or development of the Property. Additional information regarding the Chesapeake Bay Critical Areas is available from the Critical Areas Program established by the local government of each county in Maryland and Baltimore City.

**14. BWI AIRPORT NOTICE:** Some properties may be located in the Baltimore/Washington International Airport Noise Zone. A Buyer desiring to obtain a copy of Noise Zone Maps may do so by calling the BWI Noise and Abatement Office at (410) 859-7021. Information regarding the location of other airports and their operations may be obtained by calling the local zoning office for the area in which the Property is located.

**15. INSURANCE:** Buyer acknowledges that, as a condition of making a mortgage loan, lenders may require proof of hazard insurance coverage and may also require flood insurance coverage.

**16. PROPERTY CONDITION (HOME INSPECTION):** If the appropriate contingency is included in the Contract, home inspection firms may be employed to inspect the condition of the Property, including central heating and cooling systems and components, plumbing and electrical systems and components, the roofing, exterior and interior walls, ceilings and floors, foundation and/or basement (including chronic water penetration). If the Property is part of a condominium, Buyer's rights include access to the common areas to perform the inspection.

**17. PRIVATE WATER AND SEWAGE SYSTEMS:** Many properties are serviced by wells and/or private water and/or sewage systems. Local laws or lenders may require various tests and/or inspections. If the Property is serviced by any such system, this should be addressed by a separate addendum to the Contract.

**18. ENVIRONMENTAL CONSIDERATIONS; HAZARDOUS MATERIALS:** There are many hazardous materials that could affect a Property. The Brokers and their agents will generally have no knowledge of these hazardous materials and do not have the technical expertise to ascertain or advise you of the presence or significance of these hazardous materials. Buyer has the right to request, as a condition of an offer and, subject to acceptance by the Seller, the employment of a specialist of Buyer's choice to provide an analysis of hazardous materials which may be present. Hazardous materials inside the home can include, but are not limited to, cleaning chemicals, paint, asbestos, radon, lead paint, petroleum products, lawn and garden chemicals and indoor air pollutants that can accumulate. Hazardous materials outside the home can include, but are limited to, those found in contaminated land, water, landfills and other disposal sites, industrial air and water emissions, radiation from high tension wires, and those which may be present in underground storage tanks. Generally, additional information pertaining to these materials is available from the Maryland Department of the Environment (MDE) at (410) 537-3000.

**19. FIRE-RETARDANT TREATED PLYWOOD:** The use of fire-retardant treated (FRT) plywood as roof sheathing may result in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire-retardant treatment used as well as the temperature levels and the degree of moisture present in the roof and attic systems. Additional information regarding FRT plywood is available from the National Association of Homebuilders at (800) 368-5242. For information as to whether a Property was constructed with FRT plywood, Buyer may contact the local Department of Building Inspections and Permits and/or request that a home inspector determine the condition of FRT plywood if present.

**20. RADON:** The MDE and the U.S. Environmental Protection Agency (EPA) have found levels of naturally occurring radon in some areas of Maryland that exceed the levels considered acceptable by the EPA. Studies have shown that extended exposure to high levels of radon can adversely affect your health. Radon testing firms in the area have special equipment to detect elevated levels of radon on a Property. They can also recommend actions to be taken to decrease concentrations of radon to an acceptable level. Buyer is advised to contact the Center for Radiological Health at the MDE at (410) 537-3000 for further information on radon.

**21. LEAD PAINT:** The MDE has found that many homes built before 1978 contain lead paint, the ingestion of which can be particularly dangerous. The potential dangers of lead paint may be greatly exacerbated by repairs and renovations performed without the assistance of a qualified lead paint removal specialist. Buyer is advised to contact the Lead Paint Poisoning Prevention Division of the MDE at (410) 537-3000 for further information on lead paint. Specialists are available to determine if lead paint has been used in a Property. In some cases, lead paint inspection may be mandatory.

**22. ASBESTOS:** Asbestos has been used in residential property for insulation, fireproofing, acoustical, decorative and other purposes. Common uses of asbestos include insulation around boilers and pipes, surfacing material, ceiling and floor tiles, roofing material, wallboard, and cement pipe. Improper handling or removal of asbestos during renovations or repairs may damage the asbestos and cause asbestos particles to become airborne, potentially causing health risks. Buyer is advised to contact the MDE at (410) 537-3000 for further information on asbestos.

**23. AVAILABILITY OF LIMITED WARRANTY:** A Limited Warranty may be available for purchase through a Broker. Such a Limited Warranty may provide, subject to the terms and conditions of the Limited Warranty, compensation in the event certain named components and/or appliances become inoperable or fail during a specified period of time (usually one year from settlement).

**24. NEWLY CONSTRUCTED RESIDENCES:** a) New Home Warranty Plan: If a Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type and thickness (R Factor) of insulation used in the walls and roof of the newly constructed residence; c) Water/Sewer Service: a Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities serving a subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with a detailed written disclosure of the amount of the fee, the duration of the fee, and any right to prepay or discount the fee.

**25. NEWLY CONSTRUCTED RESIDENCES IN BALTIMORE CITY:** QUALIFIED BUYERS OF NEWLY CONSTRUCTED DWELLINGS IN BALTIMORE CITY MAY BE ENTITLED TO RECEIVE THE BALTIMORE CITY NEWLY CONSTRUCTED DWELLING REAL PROPERTY TAX CREDIT. IF ELIGIBLE, BUYERS MUST FILE THE REQUIRED APPLICATION WITH THE BALTIMORE CITY DEPARTMENT OF FINANCE WITHIN 90 DAYS AFTER SETTLEMENT OR WITHIN 90 DAYS AFTER THE OWNER FIRST RECEIVES A NOTICE OF ASSESSMENT ON THE BUILDING. OTHER CONDITIONS MAY BE REQUIRED BY THE DEPARTMENT. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE DEPARTMENT BY CALLING 443-984-4053.

**25. CERTIFICATIONS:** Depending upon the type of mortgage applied for by Buyer, lenders may require certain certifications that relate to a Property or require inspections/appraisals that certify that a Property is free of specific hazards or conditions.

**26. FHA PREPAYMENT:** FHA regulations specify that if the loan is paid in full on the first day of a month, interest for that month is not payable, but if the loan is paid in full on any day other than the first day of a month, interest may be payable through the end of that month.

**27. NOTICES/FAX TRANSMISSIONS:** Unless otherwise provided herein or in another Addendum, any notice to Buyer shall be effective when delivered to Buyer or an agent of Buyer, and any notice to Seller shall be effective when delivered to Seller or an agent of Seller. Notices under the Contract shall be in writing, and may be hand-delivered, mailed or transmitted by an electronic medium which produces a tangible copy, such as telecopier (fax). A telecopy of a signed offer, acceptance, addendum or notice shall be deemed the equivalent of the original document. While not required, it is suggested that documents with original manual signatures of the parties be forwarded to Buyer and Seller in accordance with the Contract.

_____	_____	(SEAL)
Date	Buyer(s)/Tenant(s)	
_____	_____	(SEAL)
Date	Buyer(s)/Tenant(s)	
_____	_____	(SEAL)
Date	Seller(s)/Owner(s)	
_____	_____	(SEAL)
Date	Seller(s)/Owner(s)	

This form has been prepared for the sole use of the following Boards/Associations of REALTORS® and their members. Each Board/Association, including its members and employees, assumes no responsibility if this form fails to protect the interests of any party. Each party should seek its own legal, tax, financial and other advice.

The Greater Baltimore Board of REALTORS®, Inc. Harford County Association of REALTORS®, Inc.  
Carroll County Association of REALTORS®, Inc. Howard County Association of REALTORS®, Inc.





**FHA FINANCING ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_ ,  
between Buyer \_\_\_\_\_ and  
Seller \_\_\_\_\_ for Property known  
as \_\_\_\_\_ .

The Contract is contingent upon Buyer's obtaining a mortgage insured by the Federal Housing Administration (FHA) and secured by the Property as follows:

**1. LOAN DETAILS:**

Mortgage Insurance Premium (MIP)	\$ _____	Loan Program _____
		TERM OF LOAN _____ Years
Base Loan Amount	\$ _____	INITIAL INTEREST RATE _____ %
<b>TOTAL LOAN AMOUNT</b>	<b>\$ _____</b>	

Buyer agrees to pay to Lender loan origination/loan discount fees of \_\_\_\_\_ % of the loan amount and Seller agrees to pay loan origination/loan discount fees of \_\_\_\_\_ % of the loan amount. Buyer shall receive the benefit of any reduction in said fees. All loan insurance premiums as required by Lender shall be paid by Buyer.

BY ACCEPTING A LOAN AGREEMENT WHEREBY THE INTEREST RATE AND LOAN DISCOUNT FEES ARE NOT BEING LOCKED IN, BUYER AGREES TO ACCEPT THE CURRENT MARKET RATE AT THE TIME OF LOCK-IN AND THE RESPONSIBILITY FOR ANY ADDITIONAL FEES CHARGED. BUYER SHALL REMAIN BOUND TO PERFORM UNDER THE CONTRACT, NOTWITHSTANDING ANY SUCH CHANGES IN THE RATE AND/OR FEES.

**2. MONTHLY PAYMENT:** Payments to Lender shall include monthly principal and interest, plus one-twelfth of the annual real estate taxes, ground rent, special assessments or charges, if any, hazard (fire) insurance premium, flood insurance, where required, and FHA MIP payment.

**3. LOAN UNDERWRITING:** Buyer and Seller understand that the Lender will have to resubmit the loan to underwriting if, from the time Buyer's loan application was approved to the time of settlement, there are any increases to the interest rate and/or the loan origination/discount fees. To the extent such changes do not conflict with the conditions of the Contract, Buyer agrees to comply with Lender's request for additional or updated information as required to approve the loan.

**4. FHA AMENDATORY CLAUSE:** It is expressly agreed that notwithstanding any other provisions of the Contract, Buyer shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of deposit or otherwise unless Buyer has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement Lender setting forth the appraised value of the Property of not less than \$ \_\_\_\_\_. Buyer shall have the privilege and option to proceed with consummation of the Contract without regard to the amount of the appraised value. **The appraised value is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Buyer should satisfy himself/herself that the price and condition of the Property are acceptable.** **NOTICE:** The dollar amount to be inserted in the amendatory clause is the purchase price as stated in the Contract. If Buyer and Seller agree to adjust the purchase price in response to an appraised value that is less than the purchase price, a new amendatory clause is **not** required. However, the loan application package must include the original Contract with the same purchase price as shown in the amendatory clause, along with the revised or amended Contract.



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



**5. MORTGAGE INSURANCE:** Buyer agrees to pay mortgage insurance premiums (MIP) as required by FHA regulations. MIP must be paid at the time of settlement in cash or included in the loan amount; **AND IN ADDITION**, a mortgage insurance premium equal to a percentage of the loan amount must be paid monthly thereafter.

**6. TERMITE INSPECTION:** In all transactions involving FHA financing, fences and outbuildings shall be included in the inspection and certification.

**7. LENDER REQUIRED REPAIRS:** In the event the FHA and/or Lender require any repairs or improvements ("Required Repairs") be made to the Property, Seller agrees to perform the Required Repairs and pay the cost thereof at or prior to settlement, provided the total cost of the Required Repairs does not exceed \$ \_\_\_\_\_, ("Repair Amount"). **This cost shall be in addition to Seller's other obligations under the terms of the Contract.** Should the cost of Required Repairs exceed the Repair Amount:

- A. Seller may elect to pay the total cost of the Required Repairs, in which event the Contract shall remain in full force and effect.
- B. Seller may terminate the Contract by written notice to Buyer, which must include a written estimate of the cost of the Required Repairs. Said written notice shall be provided to Buyer within five (5) days of Seller's receipt of written estimate(s).
- C. The Contract shall remain in full force and effect if, within five (5) days of Buyer's receipt of Seller's notice of termination, Buyer elects, in writing, to pay the cost of the Required Repairs, which exceeds the Repair Amount.
- D. If neither Buyer nor Seller elects to pay the excess cost of any Required Repairs, the Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract.

**8. CERTIFICATION:** Seller, Buyer and Broker(s) hereby certify that the terms of the Contract to which this Addendum is attached are true to the best of their knowledge and belief. Any other agreement(s) entered into between the parties with respect to the purchase and sale of the Property has been fully disclosed and is attached to the Contract.

**9. FHA REQUIRED NOTICE:** Buyer acknowledges receipt of HUD form #92564-CN entitled: *For Your Protection: Get A Home Inspection.*

\_\_\_\_\_/\_\_\_\_\_  
*Buyer's Initials*

***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

\_\_\_\_\_  
Broker or Duly Authorized Representative Date

\_\_\_\_\_  
Broker or Duly Authorized Representative Date

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**SELLER CONTRIBUTION ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_, between  
Buyer \_\_\_\_\_ and  
Seller \_\_\_\_\_ for Property known as  
\_\_\_\_\_.

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

In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (example: origination/discount points, transfer/recordation tax, lender fees), Seller shall credit Buyer at the time of settlement with the sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

**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



# CAUTION

U.S. Department of Housing  
and Urban Development  
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538  
(exp. 07/31/2009)

## For Your Protection: Get a Home Inspection

### Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired or replaced; and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

### Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required to:

- ✓ Estimate the market value of a house;
- ✓ Make sure that the house meets FHA minimum property standards/requirements; and
- ✓ Make sure that the property is marketable.

### FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you. That is why it is so important for you, the buyer, to get an independent home inspection. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

### Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the toll-free National Radon Information Line at 1-800-SOS-Radon or 1-800-767-7236. As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

### Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.



HUD-92564-CN (6/06)



# CAUTION



**PROPERTY INSPECTIONS ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_, between Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ for Property known as \_\_\_\_\_.

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

Only those sections of Paragraph #3 below (A, B, C, D, E, F) initialed by both Buyer and Seller shall apply to this Property Inspection Addendum.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover significant and material defects or adverse or dangerous conditions, if any, of the components and systems of the property, and any other items identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller or inspector and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

**2. SELLER'S OBLIGATION UNDER OTHER PROVISIONS OF CONTRACT:** This Addendum does not affect Seller's obligations under the "Condition of Property and Possession" paragraph of the Contract.

**3. ITEMS TO BE INSPECTED:**

+ **A. Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other items as noted: \_\_\_\_\_.

+ **B. Mold:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance.



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



+ **C. Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance. Inspection(s) may include, but are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted:

Note: a separate Lead-Based Paint Hazard Inspection Addendum must be attached in order for this Contract to be contingent upon a lead-based paint risk assessment or inspection.

+ **D. Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance.

+ **E. Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.

+ **F. Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for \_\_\_\_\_. Such inspection(s) shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance.

**Note: Termite and other wood destroying insect infestation inspection terms are governed by the Wood Destroying Insect Inspection paragraph of the Contract.**

**4. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

**5. INSPECTION REPORT PROCESS:** The following terms shall apply to EACH initialed inspection contingency in Paragraph 3 above:

**A. Waiver of Buyer's Right to Terminate Contract**

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 5.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what items identified in the report are considered unsatisfactory, and what corrective action is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

**B. Buyer's General Right to Terminate Contract**

**NOTICE: THIS PARAGRAPH 5.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 5.B. is initialed only by the Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 5.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by the Seller to the Buyer for acceptance by the Buyer. If the Buyer wishes to accept the deletion of this Paragraph 5.B., then Buyer shall evidence such acceptance by initials of the Buyer.**

Buyer, upon written notice to the Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer's general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: \_\_\_\_\_ / \_\_\_\_\_

Seller: \_\_\_\_\_ / \_\_\_\_\_

**C. Buyer's Specific Right to Terminate Contract**

**NOTICE:** This paragraph 5.C. shall apply in the event paragraph 5.B. is not initialed by both Buyer and Seller OR if paragraph 5.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 5.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller's expense, will repair or correct all, some, or none of the items noted by Buyer. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller's notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of the condition which Seller will not repair or correct, or if Buyer, within two (2) days of

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_

receipt of Seller's notice, fails to notify Seller of Buyer's election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

**6. REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.

**7. DAMAGE TO PROPERTY:** If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage.

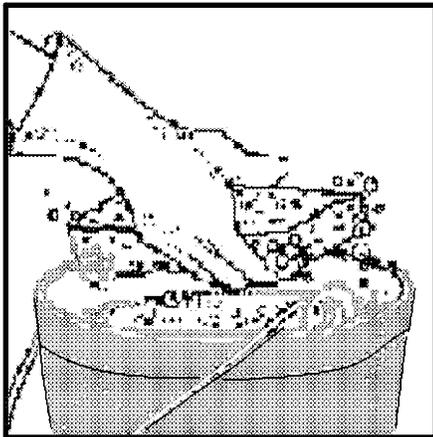
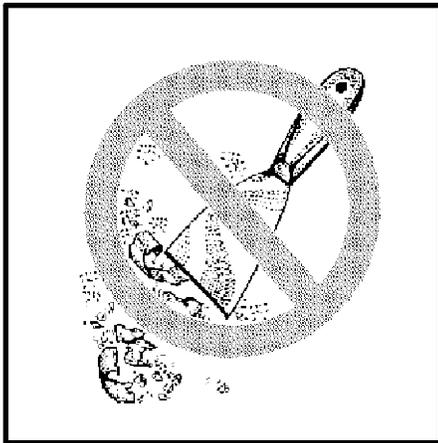
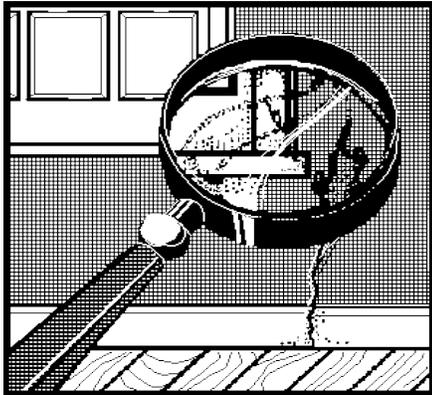
*All other terms and conditions of the Contract of Sale remain in full force and effect.*

\_\_\_\_\_  
**Buyer Signature** **Date**

\_\_\_\_\_  
**Seller Signature** **Date**

\_\_\_\_\_  
**Buyer Signature** **Date**

\_\_\_\_\_  
**Seller Signature** **Date**



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# Protect Your Family From Lead In Your Home

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## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

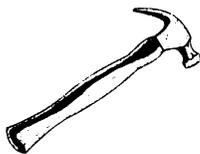
**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers will have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## **Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly**

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

# Lead Gets in the Body in Many Ways

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**Childhood  
lead poisoning  
remains a  
major  
environmental  
health problem  
in the U.S.**

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**Even children  
who appear  
healthy can  
have dangerous  
levels of lead in  
their bodies.**

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**People can get lead in their body if they:**

Breathe in lead dust (especially during renovations that disturb painted surfaces).

Put their hands or other objects covered with lead dust in their mouths.

Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children under the age of 6:**

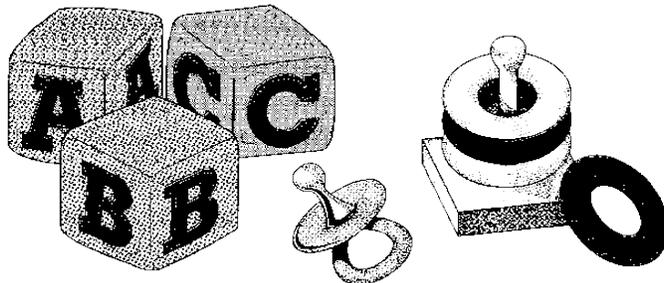
At this age children's brains and nervous system are more sensitive to the damaging effects of lead.

Children's growing bodies absorb more lead.

Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead is also dangerous to women of childbearing age:**

Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

Nervous system and kidney damage.

Learning disabilities, attention deficit disorder, and decreased intelligence.

Speech, language, and behavior problems.

Poor muscle coordination.

Decreased muscle and bone growth.

hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

### In adults, lead can cause:

Increased chance of illness during pregnancy.

Harm to fetus, including brain damage or death.

Fertility problems (in men and women).

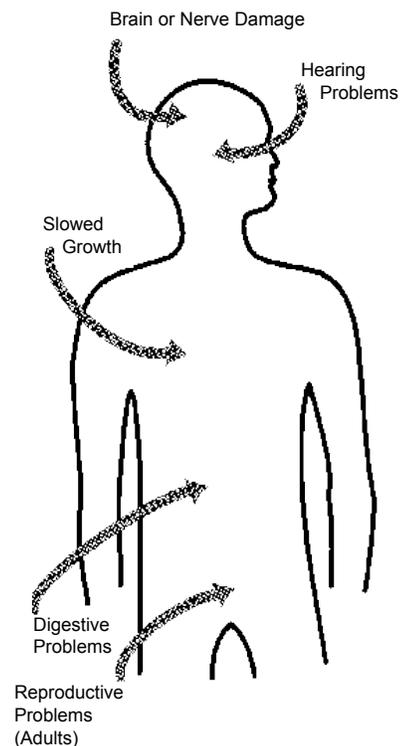
High blood pressure.

Digestive problems.

Nerve disorders.

Memory and concentration problems.

Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

In homes in the city, country, or suburbs.

In apartments, single-family homes, and both private and public housing.

Inside and outside of the house.

In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

Children at ages 1 and 2.

Children or other family members who have been exposed to high levels of lead.

Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

Windows and window sills.

Doors and door frames.

Stairs, railings, banisters and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.

250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

400 parts per million (ppm) and higher in play areas of bare soil.

1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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## Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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You can get your home tested for lead in several different ways:

A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.

A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.

A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

Visual inspection of paint condition and location.

A portable x-ray fluorescence (XRF) machine.

Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

**If you rent, notify your landlord of peeling or chipping paint.**

**Clean up paint chips immediately.**

**Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**

**Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**

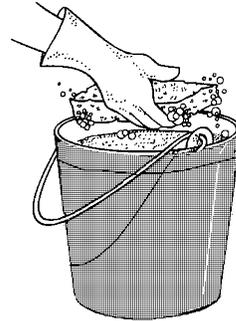
**Wash children's hands often, especially before they eat and before nap time and bed time.**

**Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.

**Keep children from chewing window sills or other painted surfaces.**

**Clean or remove shoes before entering your home to avoid tracking in lead from soil.**

**Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



## Reducing Lead Hazards In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

In addition to day-to-day cleaning and good nutrition:

You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.

To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

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**Always use a professional who is trained to remove lead hazards safely.**

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Always hire a person with special training for correcting lead problems--someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;

250  $\mu\text{g}/\text{ft}^2$  for interior window sills; and

400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.



## Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

**Have the area tested for lead-based paint.**

**Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

**Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.

**Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home". This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



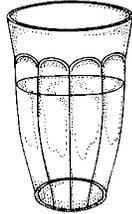
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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**



## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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**Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

**The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

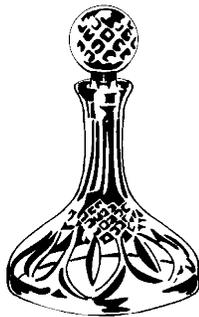
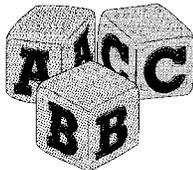
Old painted **toys** and **furniture**.

Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

**Lead smelters** or other industries that release lead into the air.

**Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

**Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

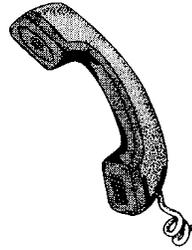


## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.

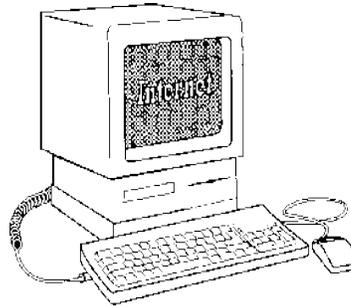


### EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.



### Health and Environmental Agencies

Some cities, states and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

## EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## **CPSC Regional Offices**

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## **HUD Lead Office**

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW. P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003

## Simple Steps To Protect Your Family From Lead Hazards

### **If you think your home has high levels of lead:**

Get your young children tested for lead, even if they seem healthy.

Wash children's hands, bottles, pacifiers, and toys often.

Make sure children eat healthy, low-fat foods.

Get your home checked for lead hazards.

Regularly clean floors, window sills, and other surfaces.

Wipe soil off shoes before entering house.

Talk to your landlord about fixing surfaces with peeling or chipping paint.

Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).

Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.

Don't try to remove lead-based paint yourself.



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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale dated \_\_\_\_\_ ,  
between Buyer \_\_\_\_\_ ,  
and Seller \_\_\_\_\_ for Property  
known as \_\_\_\_\_ .

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
  - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke detectors will provide an alarm in the event of a power Outage; and
  - (x) **If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**

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

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

**OR**

- (B) A written disclaimer statement providing that:
  - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
  - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.

 Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_ 

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Buyer's Signature Date

\_\_\_\_\_  
Seller's Signature Date

\_\_\_\_\_  
Agent's Signature Date

\_\_\_\_\_  
Agent's Signature Date

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**MARYLAND HOMEOWNERS ASSOCIATION ACT  
NOTICE TO BUYER**

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

ADDENDUM NUMBER \_\_\_\_\_ TO CONTRACT OF SALE DATED \_\_\_\_\_  
BUYER(S): \_\_\_\_\_  
SELLER(S): \_\_\_\_\_  
PROPERTY: \_\_\_\_\_

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

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

- (1). A statement as to whether the lot is located within a development;
- (2). Fees:
  - (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
  - (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
  - (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4). A statement as to whether the owner has actual knowledge of:
  - (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
  - (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5). A copy of:
  - (i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



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

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

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less.

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

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

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

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT**  
**DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS**

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

ADDENDUM NUMBER \_\_\_\_\_ TO CONTRACT OF SALE DATED \_\_\_\_\_  
BUYER(S): \_\_\_\_\_  
SELLER(S): \_\_\_\_\_  
PROPERTY: \_\_\_\_\_

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

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

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are \$ \_\_\_\_\_ per month.

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

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

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

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

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

\_\_\_\_\_ (i). Seller has actual knowledge of: (Seller to initial all which apply)  
\_\_\_\_\_ A. The existence of any unsatisfied judgments or pending lawsuits against the homeowners association: if (A) is initialed, explain: \_\_\_\_\_

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



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



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

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

- \_\_\_\_\_ A. Articles of incorporation;
- \_\_\_\_\_ B. Declaration of covenants and restrictions;
- \_\_\_\_\_ C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;
- \_\_\_\_\_ D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

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

- A. Are \_\_\_\_\_ or Are Not \_\_\_\_\_ enforceable against an owner;
- B. Are \_\_\_\_\_ or Are Not \_\_\_\_\_ enforceable against the owner's tenants.

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

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

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

Buyer	Date	Buyer	Date
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**EXCLUSIVE BUYER REPRESENTATION AGREEMENT**

DATE: \_\_\_\_\_

1. BUYER (List all): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Office Telephones: \_\_\_\_\_ Office/Home Fax: \_\_\_\_\_

Home Telephones: \_\_\_\_\_ Cell Phones: \_\_\_\_\_ / \_\_\_\_\_

Email Addresses: \_\_\_\_\_ / \_\_\_\_\_

2. BROKER: Real Estate Professionals, Inc.

Office Address: 518 Eastern Boulevard, Baltimore, MD 21221

Office Telephone: (410) 234-2244 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 lessor. The term "Buyer" shall include lessee. The Buyer seeks the following type of property:

Residential Property  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. BUYER AGENCY TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT: This agreement shall be effective on \_\_\_\_\_ (m/d/y) and shall continue until midnight on \_\_\_\_\_ (m/d/y), (the "Term") unless terminated in accordance with the provisions of this section.

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:

After the first 30-days, Either party, by giving written notice, may cancel this Agreement so that it will terminate at midnight 48 hours from the date of receipt of such written notice.  
\_\_\_\_\_  
\_\_\_\_\_

An expiration or termination of this Agreement by Buyer or Broker shall be subject to the provisions of Paragraph 7 of this Agreement, and Paragraph 7 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 anytime 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 has occurred or until the Contract of Sale is released in writing by the parties.



**5. BUYER RESPONSIBILITIES:**

**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 property.

**C. Signs or Advertisements for Property:** If Buyer sees any signs or advertisements for properties being offered for sale, 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.

**6. 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 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.

**7. 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 \$395.00 + 3.00% of the final selling price of the property acquired by Buyer.

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 180 days following the expiration or termination of this Agreement, Buyer executes a written agreement to purchase or lease any Property that Buyer inspected, made inquiry about, or negotiated to purchase 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

3. Buyer breaches this Agreement.

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 7.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 7.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.

**8. 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, 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/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 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.

**9. AGENCY DISCLOSURE:** Buyer acknowledges receipt of "Understanding Whom Real Estate Agents Represent."

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

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

- Understanding Whom Real Estate Agents Represent
- Consent for Dual Agency

Other Addenda/Special Conditions:

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

Buyer	Date	<u>Real Estate Professionals, Inc.</u> Broker (Company Name)
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Buyer	Date	Broker or Authorized Representative    Date
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STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

**At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.**

**Before you decide to sell or buy or rent a home you need to consider the following information**

***In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"***

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller.**

### Agents Who Represent the Buyer

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

**If either party does not agree to dual agency**, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Real Estate Professionals, Inc. (firm name) and \_\_\_\_\_ (salesperson) are working as:

**(You may check more than one box but not more than two)**

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's/tenant's agent
- intra-company agent/dual agent **(CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED)**

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

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

\* \* \* \* \*

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
(Date)