



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

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 or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

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 or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

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 buy or rent, 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 or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. 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 or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

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 company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, 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, or landlord and tenant, agree to dual agency by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (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 may 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 or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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 or renting 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 agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other 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) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that SSG REAL ESTATE, LLC (firm name)

And Avi Ron (salesperson) are working as:

- Seller/landlord's agent
- Cooperating agent
- Buyer's agent
- Dual agent (See Consent for Dual Agency form)
(you may check more than one box)

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.

Signature of agent Date

Name of individual to whom disclosure was made

Name of individual to whom disclosure was made



Listing Agreement for Improved Real Property

(For use in Montgomery County and Washington, DC – Attach Jurisdictional Addendum and Required Disclosures)

Property Address: _____ Unit: _____

Subdivision/Project: _____

City: _____ State: _____ Zip: _____

Known as Lot(s) _____ Block/Square: _____ Tax ID# _____

Parking Space(s) # _____ Storage Unit(s) # _____

1. SELLER (List all Sellers): _____

Mailing address, if different: _____

Office Telephone: _____ Office/Home Fax: _____

Home Telephone: _____ Cell Phone(s): _____ /

Email Addresses: _____ /

2. BROKER: SSG Real Estate, LLC MRIS BROKER CODE **SSG1** OFFICE ID: _____

Office Address: **9033 Armendown Dr., Springfield, VA 22152**

Office Telephone: **(202) 596-9349** Office Fax: **(860) 371-3738**

Listing Agent: **Avi Ron** Direct Line: **(202) 596-9349** License #: **5785**

Home Phone: _____ Cell Phone: **(202) 596-9349** Email: **860-371-3738**

3. PURPOSE: This Agreement ("Agreement") between Seller and Broker grants to Broker the exclusive right to sell, exchange or convey the herein described property ("Property"), together with all improvements, rights and easements thereon and under the terms and conditions set forth herein. Please be aware that certain parking spaces and storage units may be Common Elements for general use, Limited Common Elements, or separately Deeded as stated in the association documents.

Unit #	Separately Deeded?	Conveys? If so, #
Parking Space(s) # _____ _____	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no
Storage Unit(s) # _____ _____	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> yes <input type="checkbox"/> no

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4. **LISTING PRICE:** The Property is offered for sale at a listing price ("Listing Price") of \$ _____ with a minimum deposit of _____ % or such other price and deposit as is later agreed upon in writing.

5. **LISTING PERIOD:** This Agreement commences when signed and expires at midnight on _____ ("Listing Period"). Unless Seller instructs Listing Broker otherwise in writing, this listing must be entered into MRIS within 48 hours (excluding weekends and holidays) after necessary signatures have been obtained. The listing shall not be advertised in any system or venue until the listing has been first entered into MRIS. All listings shall be available for showing immediately upon their entry.

Seller hereby instructs the listing agent to:

If a sales contract is ratified before this Agreement expires, providing for settlement beyond the Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

6. **BROKER'S FEE:**

A. **Fee:** Seller agrees to pay to Broker 6.000 % of the sale price or \$ _____ (strike one) and an additional flat fee in the amount of \$ _____ as Broker's Fee ("Broker's Fee"). The amount of Broker's Fee is stated in this Contract and is not prescribed by law or established by any membership organization with which the Broker is affiliated. Seller acknowledges that Broker's Fee shall be earned and payable in the event that:

- (1) Seller enters into a sales contract during the listing period, with any buyer procured by seller, listing broker, or his sales associates, or other brokers or their sales associates, or any other buyer, provided the buyer performs and settles on said contract.
- (2) Further, such Broker's Fee shall be paid if the Property is sold, exchanged, conveyed, or otherwise transferred within _____ days after the expiration of the Listing Period or termination of this Agreement (the "Protection Period") to anyone to whom the Property has been shown by Broker or anyone else, including the Seller, during the Listing Period, unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.

B. **Authority to Cooperate With and Compensate Other Brokers:** Seller authorizes Broker to cooperate with other brokers as subagents of Broker ("Subagents") and/or as Brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents and Dual Agents"). Broker shall pay to Subagent's Broker, who has earned and is entitled to share in the Broker's Fee, _____ % of the Sales Price. Broker shall pay to any Buyer Agent's Broker who has earned and is entitled to share in the Broker's Fee _____ % of the Sales Price.

C. **Payment of Broker's Fee:** Payment of Broker's Fee is due at Settlement, unless Seller, after contract acceptance, fails to perform or is otherwise in default of the sales contract, or executes a release of the sales contract to which the Broker is not a party. In such case, the Broker's entire fee is due no later than the agreed settlement date.

D. **Forfeiture of Deposit:** If the earnest money deposit ("Deposit") is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of a Broker's Fee (provided Broker's share of any forfeited Deposit will not exceed the amount which would have otherwise been due at Settlement).

E. **Default by Buyer:** If Seller enters into a contract with a Buyer during the original listing period, and Buyer subsequently defaults, then the original listing period is extended by the number of days property was under contract.

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

7. **AGENCY:** The State of Maryland and Washington, DC have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have been made available to Seller who acknowledges receipt of those checked below:

Maryland

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

Washington, DC

- Consent for Dual Representation and Designated Representation in the District of Columbia

8. **AUTHORIZATIONS:**

A. **Sign:** Seller authorizes Broker to install a "For Sale" sign on the Property, in accordance with applicable zoning ordinances and community association regulations.

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B. Key and KeyBox:

1) Use: Seller authorizes Broker to allow key-entry showings and the installation of a KeyBox and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access the Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting the Property. Affiliate or non-affiliate members (i.e., inspectors, appraisers, estimators) may have access for their business purposes with permission of the Listing Agent through One Day Showing Codes for a definitive period of time.

2) Limited Access Showing Codes: Seller hereby: (Seller to initial applicable line):

ONE DAY Showing Code:

_____/_____/_____ **AUTHORIZES** use of a one day showing code.

_____/_____/_____ **DOES NOT AUTHORIZE** use of a one day showing code.

It is understood by Seller that there is a possibility that a person may use the access code in an unauthorized manner. Therefore, caution should be used with these codes as such codes will allow certain individuals to access the property without an electronic record as to their identity. The seller recognizes that it is often desirable and advantageous to Seller and may expedite the sale of their Property to have such access available.

3) Leased Property: If the Property is under lease during the Listing Period, Seller will furnish Broker with a written authorization, signed by all lessees, authorizing the use of a KeyBox and/or keys.

4) Private Insurance: Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.

5) Liability: Seller agrees that he, his heirs and assigns shall indemnify, save and hold harmless said Broker, his agents, and his affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with KeyBox access and other individuals who have use through a One Day Access Code and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Key Boxes, including Broker's negligence, breach of contract or any wrongdoing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

9. MARKETING/VIRTUAL OFFICE WEBSITES ("VOW"):

Internet Marketing Options: Certain features may be displayed on the websites of MLS participants, including:

Seller to Initial **YES** **NO**:

_____/_____/_____ 1) Seller authorizes the listed Property to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see information about the listed property in response to their search.

Initial here _____/_____

If "No" was selected for Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Options 2-4

_____/_____/_____ 2) Seller authorizes the listing address, (including house/unit numbers and street name) to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see this particular information about the listed Property in response to their search.

Initial here _____/_____

_____/_____/_____ 3) Seller authorizes the display of an automated estimate of the market value of the property (or a hyperlink to such estimate) on MLS participants' websites.

_____/_____/_____ 4) Seller authorizes the display of unedited comments or reviews of the property (or display a hyperlink to such comments or reviews) on MLS participants' websites. (aka the "Blogging Feature")

During the term of this agreement, Seller may, by written request to Broker, authorize Broker to enable or disable use of either feature as described above. Broker agrees to promptly transmit the request to the MLS. Broker is further authorized to and shall market the Property through various means including, but not limited to entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, interior and exterior photographing the Property and installing a lock box. Seller authorizes Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Broker's discretion. Seller acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing MRIS and the Key Box system seller. Seller hereby authorizes Broker to report any contract of sale with sales price and terms of sale to MRIS for dissemination, in accordance with MRIS rules and policies.

10. INCLUSIONS/EXCLUSIONS: Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached INCLUSIONS/EXCLUSIONS DISCLOSURE. It is recommended that this Disclosure be left at the Property for prospective buyers.

11. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:

A. Legal Requirement: Seller acknowledges that the Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.

B. Indemnify: Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.

C. Hazardous Materials and Conditions: There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Broker, Seller authorizes Broker to make said reports available to prospective buyers.

D. Amend as Applicable: Seller agrees to amend in writing the applicable Disclosures, if any material change affecting the Property occurs during the Listing Period.

12. LEAD PAINT REGULATIONS: A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

13. TERMITE/WOOD-DESTROYING INSECTS: Seller agrees to provide access to the Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.

14. ENCUMBRANCES/LIENS/OTHER TITLE MATTERS: Seller represents that no other person or entity owns any portion of the Property or has any ownership rights to the Property. Seller has the capacity to convey clear title and that the Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during the Listing Period without written notification to Broker.

Seller warrants clear title and agrees to provide sufficient cash to discharge at settlement all liens and encumbrances including, but not limited to, existing deeds of trust, home equity loans, mechanic's liens, deferred transportation-related facility charges/taxes, tax judgment liens, property taxes, Coop, Condo, HOA fees or any specific unit assessments. Seller shall comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowner's or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Sellers' expense. Seller shall convey the Property by special warranty deed. Seller shall sign such affidavits, lien waivers, tax certifications and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lender(s) and/or lien holder(s).

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Seller discloses to Broker that the following are the only existing liens/encumbrances against the Property and further agrees to disclose any new liens which arise during the Listing Period:

Yes/No:

- / 1). The Property is security for a first mortgage or Deed of Trust loan held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 2). The Property is security for a second mortgage or Deed of Trust loan held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 3). The Property is security for a line of credit or home equity line of credit held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____ .
- / 4). The Property is owned FREE AND CLEAR of any liens/loans or equity lines of credit. Please note that a lien may still exist if there is an equity line of credit even if the seller has no current balance on the equity line.
- / 5). Seller is **current** on all payments for the loans identified in numbered items 1, 2, and 3 above.
- / 6). Seller is not in default on any loan identified in numbered items 1, 2, and 3 above; and has not received any notice(s) from the holder of any loan identified in numbered items 1, 2, and 3 above; or from any other lien holder of any kind, regarding a default under the loan; threatened foreclosure; notice of foreclosure; or the filing of foreclosure.
- / 7). There are no liens secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid cooperative, condominium or homeowners' association fees/assessments; or utility liens.
- / 8). There are no judgments against Seller (including each seller for jointly held property). Seller has no knowledge of any matter that might result in a judgment that may potentially affect the property.
- / 9). Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement and must notify Broker in the event that they file during the term of this agreement.
- / 10). This Property is subject to an estate.
- / 11). There is a deceased co-seller. A death certificate will be required at settlement.
- / 12). There is a pending divorce proceeding. Please attach a copy of any Separation Agreement.
- / 13). Other legal proceedings: _____
- / 14). This transaction may result in a Short Sale. ("**Short Sale Addendum to Listing Contract" must be attached.**)

During the term of the Listing Agreement, should any change occur with respect to answers 1-14 above, Seller shall IMMEDIATELY NOTIFY Broker and Listing Agent of such change in writing.

15. OWNERSHIP WITH ASSESSMENTS: Condominium OR Cooperative OR Homeowners Association (HOA)

Name of Subdivision/Project: _____
Management Company: _____
Address: _____ Telephone #: _____
Normal Assessment \$ _____ Additional/Special Assessment \$ _____
Outstanding Balance \$ _____ Seller agrees to abide by disclosure requirements of local statutes governing condominiums, cooperatives or homeowner associations by completing required disclosure addenda and by furnishing Buyer, at Seller's expense, a current "resale" certificate and pertinent documents, for the Cooperative, Condominium and/or Homeowner's Association in which Property is located.

16. SMOKE DETECTOR REQUIREMENTS: Seller shall have smoke detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to settlement of any sale.

17. FAIR HOUSING LAWS: In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps or familial status. Additional protected classes exist for the District of Columbia, the State of Maryland and some local jurisdictions.

18. CLOSING COSTS: Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against the property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in

addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.

19. TAXES: Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds (for the payment of capital gains tax due, if any) if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller represents that Seller is OR is not a foreign person for purposes of U.S. income taxation.

20. GENERAL PROVISIONS:

A. Laws and Regulations: Seller acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

B. Competing Properties: Seller understands that Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Broker properties that are similar to Seller's property. Seller consents to Broker's representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.

C. Subsequent Offers: Upon receipt by Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.

D. Delivery: Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.

E. Notice: This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.

F. Paragraph Headings: The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

G. Definitions: The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

H. "Buyer" means "purchaser" and vice versa.

21. AUTHORITY TO DISCLOSE EXISTING OFFERS: Seller is advised that prospective buyers or cooperating brokers may inquire of Broker or Broker's agents the existence of other offers for the purchase of the Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible or such disclosure could result in the interested buyer electing not to make an offer.

Seller(s) hereby Authorizes OR Does NOT Authorize

The Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers. Such disclosure will include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).

22. BINDING AGREEMENT:

A. This Agreement contains the entire legally binding agreement between Seller and Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.

B. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.

C. This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where the Property is located.

D. Seller hereby acknowledges that he has read and understands this Agreement, understands he may seek legal advice prior to signing it, and acknowledges that all information provided to Broker by Seller is true and correct to the best of Seller's knowledge. Seller hereby acknowledges receipt of a copy of this legally binding agreement and agrees to be bound by its terms and conditions.

23. **TERMINATION:** This Agreement may be terminated prior to the expiration date only by mutual written Agreement of the Parties.

24. **ADDITIONAL TERMS:**

Please check if only sole seller

Seller Date Company: **SSG Real Estate, LLC**

Seller Date By: _____
Broker/Supervising Manager (Signature) Date

Seller Date **Avi Ron**
Broker/Supervising Manager (Print Name)

NOTE: If signing for any other seller of Property, attach appropriate Power of Attorney or Letter of Administration as applicable. An Original document will be required for settlement.

Listing Agent Date
Avi Ron



Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: _____

PART I. Inclusions/Exclusions Disclosure

Personal Property and Fixtures: The Property includes the following personal property and fixtures: A) Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, smoke and heat detectors, TV antennas, exterior trees and shrubs. Unless otherwise agreed to in writing, all surface or wall mounted electronic components/devices **DO NOT** convey. B) The items marked **YES** below are currently installed or offered. If more than one of an item convey, the number of items is noted.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	_____	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	_____	Freezer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	_____	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	_____	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	_____	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	_____	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	_____	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	_____	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	_____	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	_____	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	_____	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	_____	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	_____	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	_____	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	_____	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	_____	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	_____	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	_____	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	_____	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	_____	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	_____	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	_____	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	_____	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	_____	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	_____	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	_____	w/ ice maker				

OTHER _____

AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems: _____

LEASED ITEMS

Any leased items, systems or service contracts (including, but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Purchaser and Seller. The following is a list of the leased items within the Property: _____

Seller certifies that Seller has completed this checklist disclosing what conveys with the property and gives permission to make this information available to prospective buyers.

Seller _____ Date _____ Seller _____ Date _____

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated _____ between Seller _____ and Buyer _____ is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

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

ADDENDUM # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement
dated _____, between Owner(s) _____
and Broker SSG Real Estate, LLC Avi Ron
for Property known as _____.

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

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

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

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

Owner Date Owner Date

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**LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM # _____ dated _____ to Exclusive Right to Sell Brokerage Agreement dated _____, between Owner(s) _____ and Broker SSG Real Estate, LLC Avi Ron for Property known as _____.

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

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

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

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

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

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

3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Owner, Owner hereby agrees that Owner shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Owner or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross



Broker _____ / _____

Owner _____ / _____



negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Owner. Owner does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

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

5. Receipt of a copy of this Addendum is hereby acknowledged by Owner.

Owner Date SSG Real Estate, LLC
Broker (Company Name)

Owner Date _____
Broker or Authorized Representative Date
Avi Ron

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

Receipt of a copy hereby acknowledged by Tenant.

Tenant Date

Tenant Date

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Prince George's County Association of REALTORS®, Inc.



COMPARATIVE MARKET ANALYSIS (CMA) NOTICE
(To be used as the first page on a CMA)

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

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

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

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

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

The undersigned has read the Notice and disclosures as made above and hereby acknowledges receipt of this Notice.

Signature Date

Signature Date

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

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

TO BE COMPLETED BY SELLER AT TIME OF LISTING & MADE AVAILABLE TO BUYER ALONG WITH ALL OTHER REQUIRED DISCLOSURES FOR INCLUSION IN ANY CONTRACT OFFER

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

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

(I) REQUIRED IN PRINCE GEORGE'S COUNTY

1. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer acknowledge that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to buyers as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed. Seller certifies by checking the appropriate box below whether any, some or all are applicable or not applicable.

A. Tree Conservation Plan Notice. [] YES [] NO [] UNKNOWN (if there is a Tree Conservation Plan filed for any part of the Property, PGCAR Form 1329 MUST be attached)

B. Record Title Holder Notice. [] YES [] NO [] UNKNOWN (if the Seller/Owner does not presently hold title to the Property, PGCAR Form 1328 MUST be attached)

C. Special Taxing District Notice. [] YES [] NO [] UNKNOWN (if Property is located within a Special Tax District as defined in Section 10-269 of the County Code; Woodview Village (Bowie/Largo), Greenbelt Station (Greenbelt), Victoria Falls (Laurel) and subject to a Special Tax District Assessment; PGCAR Form 1333 MUST be attached)

D. General Aviation Airport Environment Disclosure Notice. [] YES [] NO [] UNKNOWN (if Property is located within one (1) mile of a public use/commercial use general aviation airport, PGCAR Form 1312 MUST be attached)

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

2. HISTORIC SITE/RESOURCE/DISTRICT. [] YES [] NO [] UNKNOWN If checked Yes by Seller, Pursuant to Prince George's County Code, Subtitle 29--Preservation of Historic Resources, Seller hereby notifies Buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district. Buyer acknowledges that, as such, the property is subject to guidelines and regulations which may limit the extent to which the exterior features of the property may be modified or altered, as approved by the Historic Preservation Commission.

3. UNIMPROVED ROAD. [] YES [] NO [] UNKNOWN If checked Yes by Seller, Seller acknowledges that the road abutting the property is unfinished or does not meet County roadway Standards and that there is a recorded covenant deferring future cost for street improvements which has been deferred by the Prince George's County Department of Public Works and Transportation, for which a Buyer may be liable.

4. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan (or adopted Zoning Map Amendment) which may result in condemnation or taking of any part of Seller's property. Buyer acknowledges that Buyer is aware that information relative to (1) government plans for land use, roads, highways, parks, transportation, etc., and (2) rezoning is available for inspection at the County Administration Building, Upper Marlboro, Maryland.

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

6. MILITARY OPERATIONS AND TESTING. 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.

(II) RECOMMENDED FOR PRINCE GEORGE'S COUNTY

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

8. DEFERRED WATER AND SEWER ASSESSMENTS/FRONT FOOT BENEFIT CHARGES. Certain communities are subject to charges or assessments intended to defray the cost of installing water and sewer facilities. These charges are liens against the Property that usually run with the Property for between 20 and 40 years, but are often not paid in the property tax bill. These charges or assessments are separate from bills for water and sewer usage and from homeowners' association dues. If not included in the property tax bill, they are often paid annually and are not usually included within an escrow payment paid to a mortgage holder. **(Seller to check appropriate line below):**

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

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

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

10. PRIVATE UTILITY COMPANY ASSESSMENT. YES NO UNKNOWN
If checked Yes by Seller, Seller acknowledges that the Property is subject to a Private Utility Company Assessment in the amount \$ _____ and the frequency of payment is _____ for _____ (utility service provided) and payment is made to _____ (name of company). Buyer agrees to assume responsibility for this assessment as of the Date of Settlement.

11. OTHER ASSESSMENTS.

YES NO UNKNOWN

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

12. GROUND RENT.

YES NO UNKNOWN

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

13. UNDERGROUND STORAGE TANK.

YES NO UNKNOWN

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

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

15. OWNERSHIP AND ASSESSMENTS. Homeowners Association with mandatory fees (HOA) Condominium Cooperative. Name of Project/Subdivision: _____.

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

16. SMOKE DETECTORS. Seller and Buyer are advised that it is recommended to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector. Will the smoke detectors in the Property provide an alarm in the event of power outage?

YES NO UNKNOWN

17. AVAILABILITY OF HOME WARRANTY:

YES NO UNKNOWN

If yes, home warranty is to be provided at settlement and paid for by: Buyer Seller Cost not to exceed \$ _____ Warranty Company Name: _____ Warranty Issued for term of: _____.

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

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

- Notice to Buyer and Seller of Buyers Rights and Seller Obligations Under Maryland's Single Family Residential Property Condition Disclosure Law
- What Everyone Should Know About Equal Housing Opportunity in House (NAR Pamphlet)
- Tree Conservation Plan Notice (if applicable)
- Record Title Holder Notice (if applicable)
- General Aviation Airport Environmental Disclosure (if applicable)

SELLER _____ DATE _____ BUYER _____ DATE _____

SELLER _____ DATE _____ BUYER _____ DATE _____



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
Avi Ron Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: _____

Legal Description: _____

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

How long have you owned the property? _____

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

Water Supply [] Public [] Well [] Other _____
Sewage Disposal [] Public [] Septic System approved for _____ (# bedrooms)
Garbage Disposal [] Yes [] No
Dishwasher [] Yes [] No
Heating [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Air Conditioning [] Oil [] Natural Gas [] Electric [] Heat Pump Age _____ [] Other _____
Hot Water [] Oil [] Natural Gas [] Electric Capacity _____ Age _____ [] Other _____

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Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? Yes No Unknown
Comments: _____

2. Basement: Any leaks or evidence of moisture? Yes No Unknown Does Not Apply
Comments: _____

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
Type of Roof: _____ Age _____
Comments: _____
Is there any existing fire retardant treated plywood? Yes No Unknown
Comments: _____

4. Other Structural Systems, including exterior walls and floors:
Comments: _____
Any defects (structural or otherwise)? Yes No Unknown
Comments: _____

5. Plumbing System: Is the system in operating condition? Yes No Unknown
Comments: _____

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
Comments: _____
Is the system in operating condition? Yes No Unknown
Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
Comments: _____
Is the system in operating condition? Yes No Unknown Does Not Apply
Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
Comments: _____
Will the smoke detectors provide an alarm in the event of a power outage? Yes No Does Not Apply
Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date _____ Unknown
Comments: _____

10. Water Supply: Any problem with water supply? Yes No Unknown
Comments: _____
Home water treatment system: Yes No Unknown
Comments: _____
Fire sprinkler system: Yes No Unknown Does Not Apply
Comments: _____
Are the systems in operating condition? Yes No Unknown
Comments: _____

11. Insulation:
In exterior walls? Yes No Unknown
In ceiling/attic? Yes No Unknown
In any other areas? Yes No Unknown Where? _____
Comments: _____

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?
 Yes No Unknown
Comments: _____
Are gutters and downspouts in good repair? Yes No Unknown
Comments: _____

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

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? Yes No Unknown

If yes, specify below

Comments: _____

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property? Yes No Unknown

Comments: _____

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? Yes No Unknown

If yes, specify below

Comments: _____

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? Yes No Unknown If yes, specify below.

Comments: _____

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

Yes No Unknown If yes, specify below.

Comments: _____

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

Yes No Unknown

Comments: _____

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

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

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

The owner(s) has actual knowledge of the following latent defects: _____

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

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



Date: _____
 Seller: _____
 Property Address: _____
 Proposed Settlement Date: _____ Annual Property Tax Bill: \$ _____ Pro-ration Days for
 Property Taxes: _____ (enter the number of days that Seller is to have refunded)

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

CREDITS

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

DEBITS

Attorney/Title Co. Fees:

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

Mortgage Payoff and Interest Adjustment:

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

Transfer Taxes & Recordation Charges

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

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

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

If Buyer is a First Time Homebuyer;

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

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

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

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

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

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

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

Brokerage Fee (including bonus if any)	_____ %	\$ _____	\$ _____
	Selling Broker Compensation	Bonus	
	_____ %	\$ _____	\$ _____
	Listing Broker Compensation	Bonus	

Buyer/Contract Related Expenses

Loan Points (Origination Fees, Discount, Buy-down, etc.)	\$ _____
Seller Subsidy (Settlement costs paid by seller on buyers behalf)	\$ _____
FHA/VA Lender Fees (Est. \$250 - \$500 - no longer mandatory to seller)	\$ _____
Other Lender/Loan Related Fees:	\$ _____
<i>(Document Preparation, Tax Service Fee, Lenders Inspection Fee, etc.)</i>	
Well Test and/or Septic Test Fees (\$100 - \$300)	\$ _____
Termite Test / Treatment / Repairs	\$ _____
Other Repairs / Certifications	\$ _____
Home Warranty	\$ _____
HOA / Condo / Coop Resale Package	\$ _____

Adjustments

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

Miscellaneous

_____	\$ _____
_____	\$ _____

TOTAL ESTIMATED SELLERS' EXPENSES

\$ _____

Total Credits

\$ _____

Less Total Estimated Sellers' Expenses

\$ _____

Sellers Estimated Net Proceeds

\$ _____

If Seller is a non-resident of Maryland:

Sellers Estimated Net Proceeds	\$ _____
Maryland Non-Resident Seller Transfer Withholding Tax (7.5%)	\$ _____
Adjusted Seller Net Proceeds	\$ _____

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

Sellers Estimated Net Proceeds	\$ _____
Maryland Non-Resident Seller Transfer Withholding Tax (8.25%)	\$ _____
Adjusted Seller Net Proceeds	\$ _____

SOME INFORMATION RELEVANT TO SETTLEMENT PROCEDURES

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

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

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

Broker

Seller

Prepared by: REALTOR®

Seller



Short Sale Addendum to the Listing Agreement

(For use in Montgomery County and Washington, DC)

Property Address _____
 Unit _____ Subdivision/Project _____
 _____ City _____ State _____ Zip _____
 Known as Lot(s) _____ Block/Square _____ Tax ID# _____
 Parking Space(s) # _____ Storage Unit(s) # _____

1. SHORT SALE DEFINED: A Short Sale occurs when the Seller's net proceeds of sale are insufficient to pay off the liens on the Property and the Seller is unable to bring sufficient funds to settlement to satisfy the holders of the liens (Creditors). As such, Seller must receive approval from Creditors to accept Seller's net proceeds of sale in exchange for releasing the liens.

2. SHORT SALE CONSIDERATIONS:

A. Credit and Tax Considerations: A Short Sale may adversely affect the Seller's credit score. If Creditors agree to a Short Sale, the debt may not be forgiven entirely, which requires the Seller to pay the difference as a personal obligation. If the lien is insured by FHA or guaranteed by VA, Seller may be required to pay the difference. A Short Sale in which a portion of the debt is forgiven may be considered a relief of debt and may be treated as income for tax purposes. Seller is advised to consult independent legal counsel and a professional tax advisor prior to entering into a contract that may result in a Short Sale.

B. Options: Seller acknowledges there may be options other than a Short Sale, such as loan modification, revised repayment plan, refinance, or entry into a lender's loan mitigation program. Seller is advised to explore all available options with Creditors.

3. SELLER ACKNOWLEDGMENT: Seller acknowledges that a sale of this property may result in a Short Sale. Seller agrees to cooperate with Broker and Creditors to obtain information regarding the amount owed on the Property. Seller shall complete all necessary authorization and release forms required by Creditors.

4. APPROVAL PROCESS: Obtaining approval of Creditors for a Short Sale involves documentation similar to that required for the original loan application. The Seller must generally establish that the Seller is financially incapable of paying the Creditors. The Seller agrees to promptly submit to Creditors all requested documentation, including but not limited to W-2 forms, bank statements, tax returns, hardship letter stating the reason the Creditors should consider granting a Short Sale, and other requested financial documents disclosing income, assets, and debt. The Seller acknowledges that Creditors' approval of a Short Sale may take weeks or months to obtain, if approved at all. Broker has no control over Creditors' decisions.

5. AUTHORITY TO DISCLOSE EXISTENCE OF SHORT SALE: Seller is advised that prospective Buyers, Brokers and Agents are entitled to be advised that this Property is or may be a Short Sale and is subject to third party approval. Seller hereby authorizes Broker to include the disclosure of this information in the Multiple Listing Service, any advertising, as well as in any contract of sale.

Disclaimer: Seller acknowledges that Broker cannot provide legal, tax, or financial advice. Broker may facilitate the transaction through communication with Creditors; however, Broker will not negotiate the terms and conditions of the Short Sale on behalf of the Seller. Seller or Seller's legal/financial representative is solely responsible for negotiating the payoff of debts. Seller agrees to hold harmless Broker, its officers, Agents, and employees from any liability that may arise from broker's facilitation of this transaction.

 Seller Date

 Seller Date

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MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT
 (Use with contracts for the sale of property constructed prior to 1979)

RE: _____
Property Address

DISCLOSURE

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

- a) Seller has the following outstanding risk reduction obligations:

- b) Seller will complete the outstanding risk reduction obligations prior to settlement.
 c) Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

NOTICE

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

 Seller Date Seller Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

 Buyer Date Buyer Date

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Property Address: _____ Year Constructed _____

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Federal Lead Warning Statement**

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

Seller's/Landlord's Disclosure

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

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

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

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

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

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

Buyer's/Tenant's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Seller/Landlord Date

Buyer/Tenant Date

Seller/Landlord Date

Buyer/Tenant Date

Seller's/Landlord's Agent Date

Buyer's/Tenant's Agent Date

Avi Ron



10/07

