



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 _____ (firm name)

And _____ (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



EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

DATE: _____

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

Mailing Address: _____

Office Telephones: _____ Office/Home Fax: _____

Home Telephones: _____ Cell Phones: _____ / _____

Email Addresses: _____ / _____

2. BROKER: SSG Real Estate, LLC

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*

Home Phone: _____ Cell Phone: (202) 596-9349

Email Address: sales@ssgrealestate.com

3. PROPERTY LISTING: SSG Real Estate, LLC ("Broker") is hereby authorized by the undersigned Owner(s) or by the authorized representative of Owner(s) ("Owner") to sell, as the exclusive real estate broker, the property known as: _____

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

4. LISTING TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT:
This agreement shall be effective on _____ (m/d/y) and shall continue until midnight on _____ (m/d/y), (the "Listing 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:

An expiration or termination of this Agreement by Owner or Broker shall be subject to the provisions of Paragraph 10 of this Agreement, and Paragraph 10 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 Owner provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Owner during the Listing Term, which provides for settlement to occur after the expiration of the Listing Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.



Broker _____ / _____

Owner _____ / _____



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

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

7. **MARKETING/MLS/INTERNET ADVERTISEMENT:**

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

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

(b) Owner may elect not to have the property listing or the property address displayed on the Internet. Owner hereby directs Broker that (*Owner to initial all that apply*):

___ / ___ Broker may *not* submit and market the property by and through display on any Internet website.

___ / ___ Broker may submit and market the property by and through display on any Internet website, but Owner elects *not* to permit display of the property address on any Internet website.

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

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

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

(*Owner to initial*):

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

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

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

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

8. FAIR HOUSING: With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968, and the Fair Housing Amendments Act under Federal law. Additionally, the Property shall be offered in compliance with the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

9. OWNER RESPONSIBILITY/INSURANCE: Broker shall not be responsible for the care, or physical condition of the Property. Owner shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

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

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

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

- A. During the term of this Agreement, or any extension thereof:
 - (i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Owner or agreed upon in writing between Owner and Broker (the "Sale Price"); or
 - (ii) Owner shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Owner or by any other person or entity, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or
 - (iii) if during the period of _____ days following the expiration or termination of this Agreement, Owner shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Owner or any agent of Owner, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Owner, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;
- B. Owner defaults or voluntarily agrees to terminate a sale; or
- C. Owner breaches this Agreement.

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

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

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Owner, or if all or part of the deposit is received by Owner as a settlement made by and between Owner and buyer,

\$ _____ or _____ % of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to the full Compensation specified herein.

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

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

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

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

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

(Owner to initial one):

- _____ prior to 1978;
- OR _____ during or after 1978;
- OR _____ Owner is uncertain as to the date of construction.

If Owner is uncertain as to date the Property was constructed, Owner agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Owner acknowledges receipt of brochure entitled "EPA and HUD Real Estate Notification and Disclosure Rule" from Broker, and Owner agrees to comply fully with the requirements as set forth in the Rule.

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

Owner: (Owner to initial one)

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

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

15. HOME WARRANTY: Broker _____ does or _____ does not offer the opportunity for Owner to purchase a home warranty to be in force during the listing period and which will transfer to the buyer upon settlement. (Owner to initial one)

_____ Warranty desired. For policy to be effective, Owner must complete the necessary paperwork.
_____ Warranty Declined

16. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Owner is advised that under Maryland Law (Real Property Article 10-702), the buyer is entitled to receive the Maryland Residential Property Disclosure And Disclaimer Statement ("disclosure/disclaimer statement"), a form provided by the Maryland Real Estate Commission, from the Owner. Owner must deliver the completed disclosure/disclaimer statement to the buyer on or before the buyer's entering into a Contract of Sale (offer to purchase) (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an Option to Purchase provision, in which case the disclosure/disclaimer statement must be delivered to the buyer before the execution of the Contract by the buyer). A buyer who does not receive the disclosure/disclaimer statement on or before the execution of the offer by the buyer has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the disclosure/disclaimer statement or within five (5) days following receipt of the disclosure/disclaimer statement and to the immediate return of any deposit. However a buyer's right to rescind the Contract terminates if not exercised (A) before making a written application to a lender for a loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application, or (B) within five (5) days following receipt of a written disclosure from a lender who has received the buyer's application for a mortgage loan, if the lender's disclosure states that the buyer's right to rescind terminates at the end of that five (5) day period. Maryland Law (Real Property Article 10-702) exempts certain transfers or sales from its application: A) the initial sale of a new home: (1) that has never been occupied; or (2) for which a certificate of occupancy has been issued within one year before the buyer and seller enter into a Contract of Sale; B) certain transfers that are exempt from the state transfer tax; C) a sale by a lender acquiring real property by a foreclosure or deed-in-lieu of foreclosure; D) a sheriff sale, tax sale or sale by foreclosure, partition or by court-appointed trustee; E) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; F) a transfer of single family residential real estate to be converted by the buyer into a use other than residential use or to be demolished; or G) a sale of unimproved property. Owner: (*Owner to initial one*)

_____ / _____ is **OR** _____ / _____ is not exempt

17. CONSERVATION EASEMENTS:

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

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

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

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

18. AGENCY DISCLOSURE: Owner acknowledges receipt of "Understanding Whom Real Estate Agents Represent" disclosure form as required by Maryland Law.

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

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

- a) 7.5% of the total payment to a non-resident Owner; **OR**
- b) 8.25% of the total payment to a non-resident entity;

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

UNLESS each Owner:

1. Certifies, in writing, under the penalties of perjury, that the Owner is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Owner and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; **(NOTE: If Owner intends to obtain a certificate from the Comptroller's office, Owner should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Owner's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Owner for the Property and associated tangible personal property, less: 1) debts owed by the Owner and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Owner arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Owner.

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

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

23. 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. Owner 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. Owner 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.

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

- Consent for Dual Agency
- Federal Lead-Based Paint Disclosure
- Financial Condition of Property Disclosure
- Inclusions/Exclusions
- Lock Box
- Maryland Residential Property Disclosure and Disclaimer Statement
- Protect Your Family From Lead In Your Home
- Understanding Whom Real Estate Agents Represent

Other Addenda/Special Conditions:

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

Owner	Date	SSG Real Estate, LLC Broker (Company Name)
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Owner	Date	Broker or Authorized Representative Avi Ron	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



**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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INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

For the sole purpose of assisting the agent in preparing an offer and is not to be part of the Contract of Sale

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 _____.

INCLUSIONS/EXCLUSIONS: Owner intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

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

ADDITIONAL INCLUSIONS (Specify): _____

EXCLUSIONS (Specify): _____

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

- Water Supply: Public Well
- Sewage Disposal: Public Septic
- Heating: Oil Gas Elec. Heat Pump Other _____
- Hot Water: Oil Gas Elec. Other _____
- Air Conditioning: Gas Elec. Other _____

Owner _____ Date _____ Owner _____ 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



JURISDICTIONAL ADDENDUM TO THE EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

This Addendum by and between (Owner) _____ and (Broker) SSG Real Estate, LLC to the Agreement dated _____ for the sale of Lot _____ Block _____ Subdivision _____ known as (address) _____ Prince George's County, State of Maryland.

1. LAND USE, ZONING, ROADS, HIGHWAYS, PARK, TRANSPORTATION, ETC. Owner certifies that Owner 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 Owner's property, except as noted herein; _____

2. REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Owner hereby acknowledges 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. Owner certifies by initialing below whether any, some or all are applicable or not applicable.

A. Tree Conservation Plan Notice if Property lies within a Tree Conservation Plan; (PGCAR Form 1329)
_____ Applicable _____ Not Applicable _____ Unknown

B. Record Title Holder Notice if the Owner does not presently hold title to the property; and (PGCAR Form 1328)
_____ Applicable _____ Not Applicable

C. General Aviation Airport Environment Disclosure Notice if Property is located within one (1) mile of a General Aviation Airport. (PGCAR Form 1312)
_____ Applicable _____ Not Applicable _____ Unknown

Owner acknowledges that the failure of the Owner to provide the required Notice(s), if applicable, under A. and B. above identified as the failure of the Owner and buyer to sign and date such disclosures is a criminal misdemeanor and the failure of Owner to provide Notices as identified in A., B. and C. above, if applicable, shall entitle a buyer to rescind the Contract at any time prior to Settlement.

Initials: Owners _____ Owners _____

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

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whose phone number is _____ . Sewer service is supplied to the Property by _____ whose phone number is _____ .

4. 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. **(Owner to initial 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 _____ .

5. ADDITIONAL REQUIRED NOTICES UNDER PRINCE GEORGE'S COUNTY CODE. Owner hereby acknowledges that the Prince George's County Code **REQUIRES** that, if applicable, the following Notice(s) be provided to buyers at the time the Contract of Sale is signed. Owner certifies by initialing below whether or not each Notice is applicable.

A. Historic Site, Historic Resource, Historic District. Pursuant to Prince George's County Code, Subtitle 29-Preservation of Historic Resources, Owner must notify a buyer that the Property being transferred has been designated an historic site, historic resource or is located within an historic district.

_____ Applicable _____ Not Applicable _____ Unknown

B. Unimproved Road. Owner acknowledge 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.

_____ Applicable _____ Not Applicable _____ Unknown

6. AGENCY CONFIRMATION. Owner acknowledges that Owner has read and understands Owner's rights and obligations as described in forms, "Understanding Whom Real Estate Agents Represent" and "Consent for Dual Agency," (if applicable) copies attached hereto.

7. FAIR HOUSING REGULATIONS. Owner acknowledges that the State of Maryland and Prince George's County requires, in addition to the federal and state protected classes of race, color, religion, sex, national origin, physical and mental handicap, age, marital status, or sexual orientation, that the Property shall be made available to all persons without regard to political opinion, personal appearance, or occupation.

8. RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES: Owner acknowledges Owner's receipt of and/or completion of the following disclosures, if applicable, and authorizes Broker to make them available to prospective purchasers:

- "Maryland Residential Property Disclosure or Disclaimer Statement"
- "Notice to Buyer and Seller of Buyers Rights and Sellers Obligations Under Maryland's Single Family Residential Property Condition Disclosure Law"
- "Information and Disclosure of Lead-Based Paint and Lead-Based Paint Hazards" (federal form, pre-1978 properties)

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- "Protect Your Family From Lead In Your Home" (pamphlet)
- "Understanding Whom Real Estate Agents Represent"
- "Consent for Dual Agency" (if applicable)
- "Inclusions/Exclusions Disclosure"
- "What Everyone Should Know About Equal Opportunity In Housing " (NAR pamphlet)
- "Tree conservation Plan Notice" (if applicable)
- "Record Title Holder Notice" (if applicable)
- "General Aviation Airport Environmental Disclosure" (if applicable)

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

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SHORT SALE 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 _____ for Property known as _____

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

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

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

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



Broker _____ / _____

Owner _____ / _____



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

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

7. **TAX CONSEQUENCES:** Owner acknowledges that if Lender agrees to accept less than full payment, the difference may result in taxable income to Owner even though Owner does not receive any cash proceeds from the sale. Owner may also be taxed on the gain in value of the Property from the date of Owner's purchase to the date of sale, regardless of the amount of any existing Loans/Liens. Owner acknowledges that Owner shall solely and exclusively rely upon the advice of Owner's accountant or attorney as to any and all tax consequences to Owner as a result of the sale of the Property. Owner warrants and represents that Owner has not and shall not rely or act upon any advice by Broker as to any and all tax consequences arising out of the sale of the Property.

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

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

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

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

Owner

Date

Owner

Date



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 _____



PRINCE GEORGE'S COUNTY JURISDICTIONAL
ADDENDUM TO THE M.A.R. RESIDENTIAL CONTRACT OF SALE

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.

1. 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.

2. PROXIMITY OF RECREATION FACILITIES. Buyer acknowledges 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.

3. 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.

4. ADDITIONAL REQUIRED ADDENDA UNDER PRINCE GEORGE'S COUNTY CODE. Seller and Buyer hereby acknowledge that the Prince George's County Code REQUIRES that, if applicable, the following Notice(s) be provided to Buyer as a SEPARATE ATTACHMENT OR SHEET at the time the Contract of Sale is signed:

- A. Tree Conservation Plan Notice if Property lies within a Tree Conservation Plan; (PGCAR Form 1329)
B. Record Title Holder Notice if the Seller does not presently hold title to the property; (PGCAR Form 1328)
C. Special Taxing District Notice if Property is located within a Special Taxing District as defined in Section 10-269 of the Prince George's County Code; Woodview Village (Bowie/Largo), Greenbelt Station (Greenbelt), Victoria Falls (Laurel) and subject to a Special Tax District Assessment; (PGCAR Form 1333)
D. General Aviation Airport Environment Disclosure Notice if Property is located within one (1) mile of a General Aviation Airport. (PGCAR Form 1312)

Seller and Buyer acknowledges 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. 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.

Initials: Sellers _____ Sellers _____ Buyers _____ Buyers _____

The following paragraphs are intended for inclusion only if the box to the left of the numbered clause is checked and initialed as being applicable to a specific transaction. Otherwise, these clauses are void as to this contract.

5. HISTORIC SITE, HISTORIC RESOURCE, HISTORIC DISTRICT. 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.

6. UNIMPROVED ROAD. Seller and Buyer acknowledge 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 the Buyer may be liable.

Buyer Date

Seller Date

Buyer Date

Seller 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 _____

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: _____

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 _____



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

Property Address: _____

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

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly.

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





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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