



Non-Management Rental Listing Agreement (For use in Montgomery County, Maryland)

This Agreement made on _____, by and between _____ herein after referred to as "Owner" who represents that he has the right to lease the property located at _____ (the "Property"), and _____, herein after referred to as "Broker."

It is understood that the Broker and Owner will abide by federal, state and local laws, ordinances and regulations governing fair housing rules and practices regarding discrimination as well as all other pertinent laws. The Property listed herein shall be shown and made available to all persons without regard to race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, presence of children, familial status, source of income or physical or mental handicaps. **NOW, THEREFORE**, in consideration of the premises and the covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. AGREEMENT PERIOD: The Owner hereby grants the Broker this exclusive authorization to rent (lease) the property at

 (Street Address) (City) (State) (Zip)
 upon the terms hereinafter set forth for the period of _____ and beginning on _____ and ending at 11:59 p.m. on _____. The Property will be available for occupancy on or about _____. The Property is within the _____ (Print name of community association, if applicable.) Owner confirms he has the right to lease the property notwithstanding any restrictions to the contrary by any community association. It is agreed that said property shall not be managed by Broker.

Mail Box Number: _____ Reserve Parking Space Number(s)/Location: _____ Storage Unit Number: _____
 Move-In Fee: \$ _____ Move Out-Fee: \$ _____ Elevator Usage Fee: \$ _____

2. RENTAL TERMS: The Owner hereby authorizes the Broker to offer the property for rent at a monthly rental of \$ _____. Leases are to be written on the applicable Greater Capital Area Association of REALTORS®, Inc. recommended lease form.

Additional Leasing Information:
 Term Available: Minimum _____ Maximum _____
 Number of Occupants (pursuant to jurisdictional requirements): _____
 Amount of Security Deposit Required (not to exceed 2 months): _____
 Pets Accepted: YES NO If yes, please be specific: _____
 Non-refundable Pet Fee (This is not a Security Deposit) YES NO \$ _____

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

Owner to initial: _____ / _____

3. **LEASING FEE:** Owner agrees to pay Broker a leasing fee when a tenant has been obtained and a lease agreement consummated. The leasing fee shall be _____ for a one (1) year lease, _____ for a two (2) year lease; and _____ for a three (3) year lease. Owner agrees to pay the leasing fee when a tenant has been obtained who is ready, willing and able to lease the premises on the terms and conditions set forth herein or any variance from those terms to which the Owner may agree. Broker may retain said fees (or portion thereof) from the first full month's rent paid by tenant. Compensation to Broker shall be paid in accordance with the terms hereof. Additionally, any leasing fee shall be paid if a tenant has been shown the property prior to the expiration of this Agreement even though the execution of the lease occurs after the expiration.

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

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

OTHER: _____

5. **MARKETING/VIRTUAL OFFICE WEBSITES (“VOW”):**

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

Owner to Initial **YES** **NO:**

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

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

Initial here _____ / _____

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

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

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

Initial here _____ / _____

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

Owner to initial: _____ / _____

_____/____

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

During the term of this agreement, Owner may, by written request to Broker, authorize Broker to enable or disable use of either feature as described above. Broker agrees to promptly transmit the request to the MLS. Broker cannot control if unauthorized or disabled features are displayed by others on the internet. Owner understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time. Broker is further authorized to and shall market the Property through various means including, but not limited to entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, interior and exterior photographing the Property and installing a lock box. Owner authorizes Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Broker's discretion. Owner acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing Bright MLS and the Key Box system Owner. Owner hereby authorizes Broker to report any contract of rent with rental price and terms of rent to Bright MLS for dissemination, in accordance with Bright MLS rules and policies.

- 6. **CONDUIT OF FUNDS:** It is understood by Owner and Broker that Broker, is acting in the capacity of rental agent only to procure tenant. It is further understood that all receipts collected by Broker on behalf of Owner are transferred to Owner, thus Broker, is acting as a conduit of funds. Accordingly, Owner understands that Broker shall not be liable or responsible for the receipts after funds are transferred to Owner.
- 7. **SECURITY DEPOSIT:** The Owner is advised that he is required under Maryland law to deposit all security deposits once received from Broker under newly executed leases in a federally insured Banking or Savings Institution in the State of Maryland within thirty (30) days of receipt. This account shall be devoted exclusively to security deposits, labeled "Escrow Account" and shall bear interest. Interest received is to be paid to the Tenant in an amount as required by the Annotated Code of Maryland, Real Property Article Section 8-203 (Security Deposits). Interest rate paid to the tenant may not be what is currently being earned by Owner. Further, Owner agrees to defend promptly and diligently, at Owner's expense, any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Broker or Broker and Owner jointly or severally, affecting or due to the condition, management or use of the Property, or acts or omissions of employees of Owner in connection there with, or otherwise, and to hold harmless and fully indemnify Broker from any judgment, loss or settlement on account thereof.
- 8. **TERMINATION:** This Agreement may be terminated by the Owner or Broker at anytime upon written notice to the other party. The Owner shall pay to the Broker the sum of \$_____ as compensation for Broker's efforts to lease the property and shall, in addition therefore, pay the advertising and other costs actually expended by the Broker in attempting to lease the property. If the Broker terminates this Agreement, the Owner shall pay to the Broker only the advertising and other costs actually expended by the Broker in attempting to lease the property.
- 9. **LOSS PREVENTION:** The Broker is not responsible for vandalism, theft or damage to the property or personal belongings left on the property. Owner is to maintain proper fire and extended coverage insurance, including vandalism, malicious mischief and the like, as well as reasonable property damage and personal liability coverage whether or not the house is vacant or occupied. It is Owner's responsibility to confirm with their insurance company for appropriate coverage.
- 10. **RULES & REGULATIONS:** Owner is responsible for providing Tenant with any and all community association or management rules and regulations, and Declaration, Covenants and Bylaws, where applicable, currently on file in the Depository of the Clerk of the Montgomery County Circuit Court. These documents are to be given to the tenant prior to lease signing.

Owner to initial: _____/_____

- 11. **ENVIRONMENTAL DISCLOSURES:** Owner is responsible for providing Broker with all information on known environmental hazards on the premises.
- 12. **RENTAL LICENSE:** Owner is responsible for obtaining and timely renewing a rental facility license from the appropriate jurisdiction. Owner agrees to indemnify and hold Broker harmless from any liability for damages or loss arising out of Owner's failure to maintain any required rental facility licenses.

13. **SMOKE DETECTORS:** Owner is advised that the laws of the State of Maryland, Montgomery County and certain municipalities within the County require that smoke detectors be installed and maintained in operating condition in accordance with such laws prior to any change in occupancy of a dwelling unit. Owner will contact the Montgomery County Department of Fire and Rescue Service, Division of Fire Protection or local municipal governments for information regarding the specific requirements of the Smoke Detector Ordinances and agrees to comply with the requirements as now in effect or hereafter changed.

14. **LEAD PAINT:** According to the tax assessment records, the Property was constructed in _____.

A. **Applicable Law:** If the property was constructed prior to 1978, Owner acknowledges that the provisions of the Federal Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Federal Act”) will apply to the lease of the Property.

If the Property is located in the state of Maryland and was constructed after 1977, in addition to The Federal Act, the provisions of the Maryland Lead Poisoning Prevention Program (“the Maryland Program”) will apply to the lease of the Property.

The Property was constructed **after 1977**. The Federal act does not apply.

As to The Maryland Program:

(<http://mde.maryland.gov/programs/Land/LeadPoisoningPrevention/RentalPropertyOwners/Pages/Programs/LandPrograms/LeadCoordination/rentalOwners/index.aspx>), (410) 537-3000.

- The Property was constructed **after 1977**. The Maryland Program does not apply.
- The Property was constructed prior to **1978** making participation in the Maryland Program mandatory.
- The Property has been registered with the Maryland Department of the Environment: Registration # _____.
- The Property was built prior to **1978** and was certified to be lead free. (Attach certificate)
- The Property received a conditional lead free certificate (attach copy) which requires that a certified lead inspector inspect any exterior lead-based paint every two years. The last inspection was conducted on _____.

B. Owner’s Compliance Requirements:

- 1) If the Federal Act is applicable:
 - a) Owner shall complete a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards form at the time of execution of this Agreement.
 - b) Broker shall provide the complete disclosure of Information form and required EPA Pamphlet (“Protect Your Family From Lead in Your Home”) to tenant(s) at the time a lease is signed or before occupancy, in the event of a verbal lease.
- 2) If the Maryland Program is applicable:
 - a) Owner shall be responsible for full compliance under the Maryland Program, including but not limited to, registration, inspections, lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; notice requirements and qualified offer requirements.
 - b) Owner shall provide all new tenant(s) with the Notice of Tenant(s) Rights and the EPA brochure (“Protect Your Family From Lead in Your Home”) required under the Program at the time a lease is signed or before occupancy in the event of a verbal lease and shall provide additional copies of each to tenant(s) every two (2) years thereafter as required under the Maryland Program.

Owner to initial: _____ / _____

C. **Indemnification of Broker:** Owner does for Owner, Owner’s heirs, personal representatives and assigns, release, indemnify, acquit, exonerate, discharge and hold harmless Broker and all of the stockholders, partners, officers, agents and employees of Broker of and from all and every manner of action and actions, causes of actions, suits, debts, dues, sums of money, costs, including reasonable attorneys’ fees, accounts, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, claims, and demands, whatsoever, directly or indirectly, at law or in equity, for any failure of Owner to perform or satisfy any of the requirements or provisions of the Federal Act or the Maryland Program; or any allegations of lead paint poisoning.

D. Renovation, Repair and Painting of Properties Built Prior to 1978 (RRP): In accordance with the Lead Renovation, Repair and Painting Rule (“RRP”) as adopted by the Environmental Protection Agency (“the EPA”), effective April 22, 2010, if the improvement(s) on the Property was built before 1978, contractor(s) engaged by the Owner to renovate, repair or paint the Property must be certified by the EPA to perform such renovation, repair and painting projects that may disturb lead-based paint. Before and during any renovation, repair or painting project on any pre-1978 housing, contractor(s) must comply with all requirements of the RRP.

Should Owner personally perform any renovation, repair or painting project which might disturb lead-based paint in pre-1978 rental housing, must also be certified by the EPA prior to such renovation, repair or painting and conduct all renovation, repair or painting in accordance with the EPA lead-safe work practices and the RRP.

For detailed information regarding the RRP, Owner should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

- 15. BROKER REPRESENTATION:** Owner acknowledges that Broker may represent other owners who have similar properties for rent. Owner also acknowledges that Broker may represent tenants who are looking for similar properties to rent. Owner acknowledges that Broker may show other available properties to prospective tenants.
- 16. LIMITATIONS OF BROKER’S ABILITY:** Owner acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, certified home inspector or other professional service provider. Owner has been advised to seek professional advice for legal, tax and other matters.
- 17. PENDING OR ACTUAL BANKRUPTCY AND/OR FORECLOSURE/LOANS AND LIENS:** Owner discloses to Broker that the following are the only existing liens/encumbrances against the Property and existing matters that could affect the rental of the Property, and further agrees to disclose any new liens or matters which arise during the Listing Period:

Yes No:

- A.** Is the Owner current on all payments on all loan(s) on the property?
- B.** Is the Owner in default on any loans on the property for which the Owner received any notices of such default(s), notice of threatened foreclosure or notice of the actual filing of foreclosure?
- C.** Are there any liens filed or secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid Co-operative, Condominium or Homeowners’ Association fees/assessments; or utility liens?
- D.** Are there any judgments against Owner (including each Owner for jointly held property) or does the Owner have any knowledge of any matter that might result in a judgment that may potentially affect the property?
- E.** Has the Owner filed for bankruptcy protection under United States law, or is the Owner contemplating doing so during the term of this Agreement? Owner expressly authorizes Broker to contact bankruptcy attorney to determine the impact of such filing, including but not limited to if Owner has the authority to enter into this Agreement, if this Agreement must be approved by the Bankruptcy Court, and if any future sales contract requires Bankruptcy Court approval. Owner must immediately notify Broker if Owner files during the term of this Agreement.
- F.** Are there any other legal proceedings pending that could result in a judgment against the Owner or affect the property? If yes, please list below: _____

During the term of the Agreement, should any change occur with respect to any of the answers to items A-F above, Owner shall IMMEDIATELY give written Notice to Broker of such change(s).

Owner to initial: _____ / _____

18. MINISTERIAL ACTS: Owner agrees that Broker may perform ministerial acts for Owner and tenant. A ministerial act is an act that Broker performs on behalf of Owner or tenant after the execution of a lease or rental application which assists the tenant to complete or fulfill a lease term; and does not involve discretion or the exercise of Broker’s own judgment.

19. ADDITIONAL PROVISIONS: _____

20. **ADDENDA:** Any addendum (a) attached hereto is made a part hereof and incorporated herein.
Attached YES NO

21. **FINAL AGREEMENT:**

- A. The terms and provisions of this Agreement shall be construed and interpreted pursuant to the laws of the State of Maryland. If any provision is deemed invalid within this Agreement, it shall not affect the remaining provisions as stated herein which shall be deemed valid and enforceable. Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.
- B. This Agreement shall be construed as having been entered into for business and commercial purposes.
- C. The captions appearing in this agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any paragraph or section of this agreement nor in anyway affect this agreement.
- D. Notices required to be given to Owner by this Agreement shall be in writing and effective as of the date on which such notice is delivered to the last known address of Owner or when mailed to Owner's address as shown on this Agreement. Notices required to be given to Broker by this Agreement shall be in writing and effective as of the date on which such notice is hand delivered or mailed to the address of Broker as shown on this Agreement.
- E. This Agreement is entered into and made with complete understanding, accord, and without reservation and shall be binding upon any successors, assigns, executors or heirs of the parties hereto.
- F. The terms of this Agreement shall survive the execution and delivery of any lease herein referenced and shall not be merged therein.
- G. This Agreement contains the final and entire Agreement between the parties hereto and neither they are bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. This Agreement has been executed in duplicate and the Owner acknowledges that a copy thereof was delivered to him at the time the Agreement was fully executed.

Owner to initial: _____ / _____

22. **ELECTRONIC SIGNATURES:** In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Contract. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

Owner: _____ / _____ Broker: _____ / _____

THIS IS A LEGALLY BINDING CONTRACT. PLEASE READ BEFORE SIGNING.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals,
one of which is retained by each of the parties.

Broker Date Owner Date

By: _____
Agent Date Owner Date

Address _____ Mailing Address: _____

Telephone Number(s) _____ Telephone Number(s): _____

Telephone Number(s) _____ Telephone Number(s): _____

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Previous editions of this form should be destroyed.



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

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

Agents Who Represent the Seller

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

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, 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 broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

If both seller and buyer agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage 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 broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

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

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

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

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

>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 licensee 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 licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and that _____ (firm name) and _____ (salesperson) are working as:

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

- seller/landlord's agent
- subagent of the Seller
- buyer's/tenant's agent

Signature (Date)

Signature (Date)

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

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

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

___ **Seller** in the sale of the property at: _____

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

Signature Date Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

Property Address

Signature Date Signature Date

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

Name(s) of Buyer(s)

Signature Date Signature Date