



**EXCLUSIVE RIGHT TO LEASE  
RESIDENTIAL BROKERAGE AGREEMENT**

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

**1. OWNER(S) (List all):** \_\_\_\_\_

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

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

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

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

**2. BROKER:** \_\_\_\_\_

**Office Address:** \_\_\_\_\_

**Office Telephone:** \_\_\_\_\_ **Office Fax:** \_\_\_\_\_

**Listing Agent:** \_\_\_\_\_ **Direct Line:** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_ **Cell Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**3. PROPERTY LISTING:** \_\_\_\_\_ (“Broker”) is hereby authorized by the undersigned Owner(s) or by the authorized representative of Owner(s) (“Owner”) to lease, as the exclusive real estate broker, the property known as:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (“Property”).

**4. AGREEMENT TERM/RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF**

**AGREEMENT:** This Agreement shall be effective on \_\_\_\_\_ (mm/dd/yyyy) and shall continue until 11:59:59 p.m. on \_\_\_\_\_ (mm/dd/yyyy), (the “Agreement Term”) unless terminated in accordance with the provisions of this section. Pursuant to Maryland Code, Real Property, Section 14-903, the Agreement Term may not be longer than a year in duration.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

An expiration or termination of this Agreement by Owner or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker’s sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event 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).

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

**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. Upon the execution of this Agreement, Owner and Broker shall establish the date and status upon which the Property will be entered into the MLS by executing the MLS Disclosures and Residential Seller/Landlord Options form. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any lease and lease price (including the other terms upon which any lease of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) 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) OFFICE EXCLUSIVE:**

Owner may elect not to have the Property listing distributed on the MLS at all. (Owner to initial if Owner does not authorize Broker to distribute Property listing on the MLS at all):

\_\_\_\_/\_\_\_\_ Broker may *not* market the Property by and through distribution on the MLS during the listing period.

Owner hereby acknowledges that, having selected not to distribute the Property listing on the MLS at all:

- (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Owner's Property is for lease and the terms and conditions under which Owner is marketing the Property  
(2) Owner's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of applications made and negatively impact the lease price. (Owner to initial): \_\_\_\_/\_\_\_\_

(c) 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): \_\_\_\_/\_\_\_\_

(d) Certain features may be displayed on the websites of MLS participants, including unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews).

(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.

During the term of this Agreement, Owner, by written request to Broker, may authorize Broker to enable or disable use of the feature described above. Broker agrees to transmit promptly the request to the MLS.

**(e) COMING SOON LISTING STATUS:** The “Coming Soon” listing status is an option for properties listed in the MLS that are not available but will be in the future. Owners who choose this option must have executed a listing agreement. Listings under the “Coming Soon” status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the “Coming Soon” status may not be shown.

Owner, by Owner’s initials, authorizes Broker to list the Property under the “Coming Soon” listing status in the MLS. (Owner initials): \_\_\_\_\_/\_\_\_\_\_

**(f) SELLER CONCESSIONS ON THE MLS:** Concessions in the MLS may not be limited to or conditioned on the retention of or payment to a cooperating/buyer broker: they are subject to negotiation between a buyer and seller. Bright has a zero-tolerance policy for misuse of these fields.

Does the seller want to signal they will consider offers requesting concessions/credits towards a buyer's closing costs and service providers?

YES             NO

Seller acknowledges that Seller has read and understands the provisions of Paragraph 7(f). (Seller initials): \_\_\_\_\_/\_\_\_\_\_

**8. CONSENT TO DISCUSS OTHER PROPERTIES WITH TENANTS AT OWNER’S OPEN HOUSE:** Owner \_\_\_\_\_/\_\_\_\_\_ authorizes *or* \_\_\_\_\_/\_\_\_\_\_ does not authorize Broker to discuss other properties with tenants at Owner’s open house.

Broker’s responsibility to market the Property is suspended upon Owner’s acceptance of a written offer to lease the Property, unless otherwise agreed by Broker.

**9. GRANT/RELEASE OF PROPERTY DATA TO BROKER:** Owner grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Owner hereby releases to Broker all of the Owner’s interests and all intellectual property rights therein. If Owner elects to allow dissemination of Property data 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.

**10. HOME SECURITY SYSTEMS THAT RECORD AUDIO:** Owner is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties. Owner may view the penalties for violating the law which are contained in Section 10-402 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=gcj&section=10-402&enactments=false>.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 10. (Owner to initial): \_\_\_\_\_/\_\_\_\_\_

**11. 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.

**12. 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 Property 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.

**13. REPAIRS:** Owner is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs be duly licensed.

**14. BROKER'S COMPENSATION:**

**NOTICE: Real estate commission rates are not fixed by law or established by any membership organization with which Broker is affiliated. Each real estate brokerage independently sets their own commission rates. Commission rates are negotiable between the Owner and Broker.**

For services rendered, the Compensation to be paid by Owner to Broker shall be (Select only one):

- \_\_\_\_\_ percent (%) of one month's rent.
- \_\_\_\_\_ percent (%) of one month's rent AND \$\_\_\_\_\_.
- \$\_\_\_\_\_.

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 renewal or extension thereof:

(i) Broker produces a ready, willing and able tenant to lease the Property at the lease price and/or at such other price as shall be accepted by Owner or agreed upon in writing between Owner and Broker (the "Lease Price"); or

(ii) Owner shall enter into a written agreement to lease 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 lease 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 lease the Property during the term of this Agreement or any renewal or 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 lease; or

C. Owner breaches this Agreement.

Where tenant renews the tenancy after the expiration of the original lease term or enters into a new lease beyond the terms of the original lease, Owner shall pay an additional brokerage fee of: \_\_\_\_\_

\_\_\_\_\_.  
The additional brokerage fee shall be due and payable at the beginning of each renewal term or new lease term.

If, during the term of the lease or any extension thereof or within \_\_\_\_\_ months following the expiration or termination of the lease, the tenant should enter into a written agreement with Owner to purchase the Property, Owner agrees to pay Broker a Brokerage Fee in the amount of \_\_\_\_\_ as compensation for Broker's services.

The party making settlement is hereby irrevocably authorized and directed by Owner to deduct the Brokerage Fee from the proceeds of sale and pay the same to Broker as a convenience to Owner and not as a limitation upon Owner's liability to pay the Brokerage Fee.

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.

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 renewal or 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.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 14. (Owner to initial): \_\_\_\_\_/\_\_\_\_\_

**15. AUTHORITY TO COOPERATE WITH AND COMPENSATE OTHER BROKERS:** Broker is authorized to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective tenants to represent tenant's interests ("Tenant Brokers"). In this paragraph, "cooperate" means sharing information on the Property and making the Property available to other brokers for showing to prospective tenants. Owner consents to Broker's cooperation with and compensation of Subagents or Tenant Brokers. Broker shall pay to any Subagent, who has earned and is entitled to compensation, \_\_\_\_\_  
\_\_\_\_\_. Broker shall pay to any Tenant Broker who has earned and is entitled to compensation, \_\_\_\_\_

Owner understands that compensating Subagents or Tenant Brokers is optional.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 15. (Owner to initial): \_\_\_\_\_/\_\_\_\_\_

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

**17. SMOKE ALARM NOTICE:** Owner is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Owner is advised to verify compliance with the city or county in which the Property is located. Owner may view the smoke alarm requirements at: <https://www.mdrealtor.org/Portals/22/adam/Content/qwFxfjogaUC-uVz5Mbaz9g/Link/Smoke%20Alarm%20Flyer%202024.pdf>.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 17. (Owner to initial): \_\_\_\_\_/\_\_\_\_\_



**18. CARBON MONOXIDE NOTICE:** Owner is hereby notified of changes in Maryland law regarding carbon monoxide alarms (Section 12-1101 et seq. of the Public Safety Article, Annotated Code of Maryland). As of April 1, 2018, carbon monoxide alarms must be installed on each level of a rental unit and outside the sleeping area. The carbon monoxide alarm may be combined with a smoke alarm.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 18.

(Owner to initial): \_\_\_\_\_/\_\_\_\_\_

**19. LEAD-BASED PAINT:**

**A. LEAD-BASED 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 lease 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 agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Owner is required to disclose to tenant, based upon Owner's actual knowledge, all known lead-based paint hazards in the Property and provide tenant with any available reports in Owner's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the lease. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Owner should visit: <https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers>.

**B. RENOVATION, REPAIR AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency (the "EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Owner to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

An Owner who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for an Owner who personally performs Covered Work on the Owner's principal residence.

However, Owner has the ultimate responsibility for the safety of Owner's family or children while performing such Covered Work. For detailed information regarding the RRP, Owner should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Owner acknowledges that Owner has read and understands the provisions of Paragraph 19.B.  
(Owner to initial): \_\_\_\_\_/\_\_\_\_\_

**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>. Owner may be required to submit the Property to testing for the presence of lead-based paint. Owner may be required to perform lead hazard reduction prior to leasing the Property.

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; the Maryland Program applies;  
OR \_\_\_\_\_ / \_\_\_\_\_ during or after 1978; the Maryland Program does not apply.

If Owner is uncertain as to date the Property was constructed, Owner agrees that, for the purpose of the lease contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978 and agrees that the Property is fully subject to the Maryland Program as to the presence of lead-based paint and/or lead-based paint hazards.

**Owner understands and acknowledges that compliance under the Federal Program and the Maryland Program is the sole responsibility of Owner and Owner agrees to read and become familiar with the requirements of the Federal Program and the Maryland Program related to the leasing of property built prior to 1978. Owner agrees to comply with the Federal Program and the Maryland Program and agrees to undertake all responsibilities for compliance. Owner expressly confirms that Broker shall have no control - actual or apparent - over the Property for purposes of these Programs and that for all purposes of these Programs, Owner shall be solely in control of the Property and solely responsible for compliance. Broker agrees to notify Owner if Broker has actual knowledge of defects relating to the Property including the presence of peeling, flaking or chipping lead-based paint within the interior or exterior of the Property and agrees to forward written communications received from tenants related to lead-based paint to Owner. Owner agrees to indemnify Broker and hold Broker and its agents and subagents and employees harmless from all costs (including attorneys' fees, actions, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, damages, judgments, claims and demands whatsoever, at law or in equity, or in any administrative proceeding) arising out of Owner's failure to comply with the Federal Program or the Maryland Program.**

**20. LIENS AND MORTGAGES:** Owner represents to Broker that Owner is current, unless otherwise specified herein, shall remain so, and is not in default on any mortgages or lines of credit secured by the Property. Owner also represents that there are no liens or judgments against the Property and/or Owner including but not limited to Federal, State or Local tax liens. Additionally, Owner represents that Owner has not filed for bankruptcy protection and is not contemplating doing so during the term of this Agreement or any renewal or extension. (Owner to initial all that apply): \_\_\_\_\_/\_\_\_\_\_ Foreclosure \_\_\_\_\_/\_\_\_\_\_ Potential Short Sale \_\_\_\_\_/\_\_\_\_\_ OTHER: \_\_\_\_\_.

Owner agrees to immediately notify Broker of any changes in the status of the aforementioned liens, mortgages, lines of credit, judgments and material facts.

**21. HOMEOWNERS OR CONDOMINIUM ASSOCIATION:** Owner acknowledges that the Property is part of a development which is a (Owner to initial all that apply): \_\_\_\_\_/\_\_\_\_\_ Homeowners Association, \_\_\_\_\_/\_\_\_\_\_ Condominium or \_\_\_\_\_/\_\_\_\_\_ Cooperative. Owner shall obtain and be responsible for providing tenant with a copy of the current rules and regulations pertaining to the Property occupancy.

**22. RENTAL LICENSE:** Owner is hereby notified that certain jurisdictions require a rental license and periodic inspections. (Owner to initial one):

Copyright 2024 Maryland REALTORS®. For use by REALTOR® members of Maryland REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior express written consent of Maryland REALTORS®.



\_\_\_\_\_/\_\_\_\_\_ Owner represents and warrants that Owner has obtained a rental housing license for the Property. Owner agrees to provide a copy of the rental housing license to Broker.

\_\_\_\_\_/\_\_\_\_\_ Owner represents and warrants that a rental license will be applied for and such license will be in force prior to execution of a lease. Owner agrees to provide a copy of the rental housing license to Broker.

\_\_\_\_\_/\_\_\_\_\_ Owner represents and warrants that no rental license is required in the jurisdiction in which the Property is located.

**23. UTILITIES AND MAINTENANCE: TENANT IS RESPONSIBLE FOR (Owner to check all that apply):**

Electric  Gas  Oil  Water/Sewer  Trash  Lawn  Minor Int. Maintenance  Minor Ext. Maintenance

Gutter Cleaning  Tennis/Pool Dues  Parking Fees  Dock/Slip Fees  Condo/Rec Fees  HOA Fees

Security Deposit: \_\_\_\_\_  
Other: \_\_\_\_\_

**24. SERVICE ANIMALS:** If tenant requires an animal to assist in tenant’s daily life activities due to a disability, Owner may not deny tenant the right to have the animal on the Property. Additionally, Owner may not collect an additional security deposit in the form of a pet deposit from such tenant.

**25. WIRE FRAUD NOTICE:** Owner is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Owner should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Owner should never wire money without double-checking that the wiring instructions are correct.

**26. 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 be interpreted and construed in accordance with the laws of the State of Maryland.

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

- Consent for Dual Agency
- Disclosure of Licensee Status Addendum
- Federal Lead-Based Paint Disclosure
- Lock Box
- Protect Your Family from Lead in Your Home

Other Addenda/Special Conditions: \_\_\_\_\_

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

\_\_\_\_\_  
Owner Date Broker (Company Name)

\_\_\_\_\_  
Owner Date Broker or Authorized Representative Date





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