



# Listing Agreement for Improved Real Property and Co-operatives

(For use in Montgomery County, MD and Washington, DC)

Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Project: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_

1. **SELLER** (List all Sellers): \_\_\_\_\_

Mailing address, if different: \_\_\_\_\_

Office Telephone: \_\_\_\_\_ Home Telephone: \_\_\_\_\_

Cell Phones: \_\_\_\_\_ / \_\_\_\_\_

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

Emergency Contact Name & Telephone (only necessary if sole seller): \_\_\_\_\_

2. **LISTING BROKER:** \_\_\_\_\_ Bright MLS Broker Code & Office ID: \_\_\_\_\_

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

Office Telephone: \_\_\_\_\_ Listing Broker/Supervising Manager Name: \_\_\_\_\_

Listing Agent: \_\_\_\_\_ License #: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Direct Line: \_\_\_\_\_ Email: \_\_\_\_\_

3. **PURPOSE:** This agreement ("Agreement") establishes
- A. a **brokerage relationship** ("Brokerage Relationship"), an agency relationship between Seller and Listing Broker, and
  - B. a **contractual obligation** ("Contractual Obligation") between Seller and Listing Broker, in which Listing Broker has the exclusive right to sell, exchange or convey the herein described property ("Property"), together with all improvements, rights and easements thereon and under the terms and conditions set forth herein.

4. **LISTING PRICE:** Property is offered for sale at a listing price ("Listing Price") of \$ \_\_\_\_\_, or such other price as is later agreed upon by Seller in writing.

5. **LISTING PERIOD:** This Agreement commences when signed and expires at 11:59 pm on \_\_\_\_\_ ("Listing Period"). If a sales contract is ratified before this Agreement expires, providing for settlement beyond Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

6. **ENTRY INTO BRIGHT MLS:**  
 Property information submitted to the MLS describes the price, terms and conditions under which Seller's Property is offered for sale. All listings must be entered into Bright MLS within 2 days of the execution of this Agreement, unless Property is not ready for Public Marketing and Option 1, "Pre-Marketing Status" is selected under "Status of Property" below. Listing Term is defined by Bright MLS as the first date any potential buyer may learn about Property.

If Option 1 is selected below, enter the date Property will be entered into Bright MLS and the Listing Term will commence. If Option 2, 3 or 4 is selected, the Listing Term commences on the date of the execution of this Agreement.

**Seller may instruct the listing broker to change the Status of Property at any time.**

**All Listing Agreements MUST also include Bright MLS Form: *MLS Disclosures and Residential Seller/Landlord Options.***

Listings are either marketed publicly or with limitations.

- A. **Public Marketing** – includes but is not limited to showings, social media, flyers, yard signs, real estate websites, digital communications/emails, networking or applications available to the general public. Listings must be entered into Bright MLS within two days of the execution of this Agreement.
- B. **Non-Public Limited Marketing** – Seller opts for Property not to be publicly published in Bright MLS. Seller instructs Listing Broker to market **only** to the Listing Broker’s network. Seller must sign the **Bright MLS Form: Seller Instructions for Limited Marketing/Office Exclusive Form** at the same time as this Listing Agreement.

**Status of Property:** Selection of Status may be modified in the future utilizing the **GCAAR Form 903, Amendment to Listing Agreement – Change of Status**.

- 1) **Pre-Marketing Status:** Property is not ready for Public Marketing and will be entered into Bright MLS by \_\_\_ / \_\_\_ / \_\_\_ when the Listing Term begins.
- 2) **Coming Soon Status:** Property is shared on Bright MLS but is not ready for public showing and will remain in Coming Soon Status until Property is ready for public showings with an Expected On Market Date of \_\_\_/\_\_\_/\_\_\_\_. Property will automatically change to Active Status on this date unless Seller directs Property to go Active prior to this date or requests the Expected On Market Date be extended.
- 3) **Active Status:** Property is ready for Public Marketing and is shared on Bright MLS.
- 4) **Limited/Office Exclusive Status:** Property is ready for limited marketing within the Listing Brokerage’s network and is not marketed publicly. Seller must sign the **Bright MLS Form: Seller Instructions for Limited Marketing/Office Exclusive Form** at the same time as this Listing Agreement.

7. **BROKER COMPENSATION:** Seller acknowledges that Offers of Compensation are negotiable and are not prescribed by law or established by any membership organization with which Listing Broker are affiliated.

- A. **Listing Broker Compensation:** Seller agrees that Listing Broker shall receive a broker’s compensation of  \_\_\_\_\_% of the sales price **OR**  \$\_\_\_\_\_ and an additional flat fee in the amount of \$\_\_\_\_\_ (“Listing Broker Compensation”). Seller acknowledges that Listing Broker Compensation shall be earned and payable as follows:
- 1) In the event Seller enters into a sales contract during the Listing Period, with any buyer procured by Seller, Listing Broker, or sales associates, or other brokers or their sales associates, or any other buyer, provided the buyer performs and settles on said contract.
  - 2) Listing Broker Compensation shall be paid if Property is sold, exchanged, conveyed, or otherwise transferred within \_\_\_\_\_ days after the expiration of Listing Period or termination of this Agreement (“Protection Period”) to anyone to whom Property has been shown by Listing Broker or anyone else, including Seller, during Listing Period, unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.
  - 3) Listing Broker Compensation is due at settlement.
  - 4) Should Seller fail to perform or is otherwise in default of the sales contract, or executes a release of the sales contract to which Listing Broker is not a party, Listing Broker Compensation is due no later than the agreed settlement date.
- B. **Additional Listing Broker Compensation for Unrepresented Buyer:** Should Seller contract with a Buyer not represented by a Buyer Broker, Seller hereby agrees to pay Listing Broker  \_\_\_\_\_% of the sales price **OR**  \$\_\_\_\_\_ in addition to Listing Broker Compensation. Payment of additional Listing Broker Compensation due at Settlement.
- C. **Buyer Broker Compensation:** Seller agrees to pay to Buyer Broker  \_\_\_\_\_% of the sales price **OR**  \$\_\_\_\_\_ (“Buyer Broker Compensation”). Payment of Buyer Broker Compensation due at Settlement. Seller understands that Buyer Broker Compensation is negotiable and must be made a part of any ratified Contract of Sale.
- D. **Subagent Compensation:** Seller agrees to pay to Subagent  \_\_\_\_\_% of the sales price **OR**  \$\_\_\_\_\_ (“Subagent Compensation”). Payment of Subagent Compensation due at Settlement.
- E. **Forfeiture of Deposit:** If the earnest money deposit (“Deposit”) is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Listing Broker may accept and Seller agrees to pay Listing Broker one-half of the Deposit in lieu of a Listing Broker Compensation (provided Listing Broker’s share of any forfeited Deposit will not exceed the amount which would have otherwise been due at settlement).
- F. **Default by Buyer:** If Seller enters into a contract with a Buyer during the original Listing Period, and Buyer subsequently defaults, then the original Listing Period is extended by the number of days Property was under contract.
- G. **Attorney’s Fees:** If Listing Broker prevails in any action brought to obtain payment of Listing Broker Compensation, Listing Broker shall also be entitled to recover in such action Listing Broker reasonable attorney’s fees and court costs.

8. **AGENCY:** Maryland and Washington, DC have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). Seller hereby gives consent for Listing Broker non-assigned agent, who holds their home open, to later represent a Buyer in purchasing Seller's Property or another property. All applicable jurisdictional agency disclosure forms have been made available to Seller who acknowledges receipt of those checked below:

**Maryland**

- Consent for Dual Agency  
 Dual Agency within a Team

**Washington, DC**

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

9. **AUTHORIZATIONS:**

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

B. **Key and Lockbox:**

- 1) **Use:** Seller authorizes Listing Broker to allow key-entry showings and the installation of a lockbox ("Lockbox" or "Keybox") and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting Property. Affiliate or non-affiliate members (i.e., inspectors, appraisers, estimators) may have access for their business purposes if permission for one day showing code is granted below.
- 2) **Limited Access Showing Codes:** Seller hereby (*Seller to initial*): \_\_\_\_\_ / \_\_\_\_\_ **authorizes OR** \_\_\_\_\_ / \_\_\_\_\_ **does not authorize** use of a one day showing code. It is understood by Seller that there is a possibility that a person may use the access code in an unauthorized manner. Therefore, caution should be used with these codes as such codes will allow certain individuals to access Property without an electronic record as to their identity. The Seller recognizes that it is often desirable and advantageous to Seller and may expedite the sale of their Property to have such access available.
- 3) **Leased Property:** If Property is under lease during Listing Period, Seller will furnish Listing Broker with a written authorization, signed by all lessees, authorizing the use of a Lockbox and/or keys.
- 4) **Private Insurance:** Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.
- 5) **Liability:** Seller agrees that any heirs and assigns shall indemnify, save and hold harmless said Listing Broker, Seller's agents, and Seller's affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with Lockbox access and other individuals who have use through a one day access code and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Lockboxes, including Listing Broker negligence, breach of contract or any wrongdoing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

10. **MARKETING/VIRTUAL OFFICE WEBSITES ("VOW"):**

A. **Internet Marketing Options:** Certain features may be displayed on the websites of multiple listing service(s) ("MLS") participants, including:

Seller to Initial                      **YES**      **NO**  
 \_\_\_\_\_ / \_\_\_\_\_                      \_\_\_\_\_      \_\_\_\_\_

- 1) Seller authorizes Property to be displayed on the Internet. If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see information about Property in response to their search.  
**Initial here** \_\_\_\_\_ / \_\_\_\_\_

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

- 2) Seller authorizes Seller authorizes the listing address, (including house/unit numbers and street name) to be displayed on the Internet. If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see this particular information about Property in response to their search.  
**Initial here** \_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_                                           

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

\_\_\_\_\_ / \_\_\_\_\_                                           

- 4) Seller authorizes the display of unedited comments or reviews of Property (or display a hyperlink to such comments or reviews) on MLS participants' websites. (also known as the "Blogging Feature").

- B.** During the term of this Agreement, Seller may, by written request to Listing Broker, authorize Listing Broker to enable or disable use of either feature as described above. Listing Broker agrees to promptly transmit the request to the MLS. Listing Broker cannot control if unauthorized or disabled features are displayed by others on the Internet. Seller understands and agrees that public websites determine their own content and use of data, and therefore Listing Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time. Listing Broker is further authorized to and shall market Property through various means including, but not limited to: installing a sign, photographing the interior and exterior of Property and installing a lockbox. Seller authorizes Listing 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 Listing Broker discretion, except as otherwise limited by Seller in paragraph 10A. Seller acknowledges that Listing Broker is bound by the bylaws, policies, procedures, rules and regulations governing Bright MLS and the Lockbox system. Seller hereby authorizes Listing Broker to report any contract of sale with sales price and terms of sale to Bright MLS for dissemination, in accordance with rules and policies.
- 11. INCLUSIONS/EXCLUSIONS:** Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached Inclusions/Exclusions Disclosure. It is recommended that this disclosure be left at Property or placed online for prospective buyers.
- 12. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:**
- A. Legal Requirement:** Seller acknowledges that Listing Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.
- B. Indemnify:** Seller agrees to indemnify, save, and hold Listing Broker and sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.
- C. Hazardous Materials and Conditions:** There are environmental conditions and hazardous materials that could affect Property and sale. Listing Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Listing Broker, Seller authorizes Listing Broker to make said reports available to prospective buyers.
- D. Amend as Applicable:** Seller agrees to amend in writing the applicable Disclosures, if any material change affecting Property occurs during Listing Period.
- 13. LEAD PAINT REGULATIONS:** A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.
- 14. 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 Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.
- A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.
- 15. WOOD-DESTROYING INSECTS:** Seller agrees to provide access to Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.
- 16. ENCUMBRANCES/LIENS/OTHER TITLE MATTERS:** Seller represents that no other person or entity owns any portion of Property or has any ownership rights to Property. Seller has the legal capacity to convey clear title and warrants that Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during Listing Period without written notification to Broker.

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

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

**Check any/all that apply:**

- A) Property is owned free and clear of any liens/loans or equity lines of credit. Please note that a lien may still exist if there is an equity line of credit even if Seller has no current balance on the equity line.
- If checked, skip to G.**
- B) Property is security for a **first mortgage** or Deed of Trust loan, held by (Lender or Servicer's Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- C) Property is security for a **second mortgage** or Deed of Trust loan, held by (Lender or Servicer's Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- D) Property is security for a **line of credit** or home equity line of credit, held by (Lender or Servicer's Name): \_\_\_\_\_ with an approximate balance of \$\_\_\_\_\_.
- E) Seller is in **default** on any of the loans identified in numbered items B, C, and D above for which the Seller has received notices of such default(s), notice of threatened foreclosure or notice of the actual filing of foreclosure.
- F) This transaction could result in a **short sale** (in which sale proceeds may not cover all outstanding loans/liens plus transaction costs). If yes, the **GCAAR Short Sale Addendum to Listing Contract must be attached.**
- G) There are **liens** filed or secured against 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.
- H) There are **judgments** against Seller (including each Seller for jointly held property) or Seller has knowledge of any matter that might result in a judgment that may potentially affect Property.
- I) Seller has filed for **bankruptcy** protection under United States law, or Seller is contemplating doing so during the term of this Listing Agreement. Seller expressly authorizes Broker to contact bankruptcy attorney to determine the impact of such filing including, but not limited to, if Seller has the authority to enter into this Listing Agreement, if this Listing Agreement must be approved by the Bankruptcy Court, and if any future sales contract requires Bankruptcy Court approval. Seller must immediately notify Broker if Seller files during the term of this Listing Agreement.
- J) Property is subject to an **estate**.
- K) There is a **deceased co-owner**; a death certificate will be required at settlement.
- L) There is a pending **divorce** proceeding; attached is a copy of any Separation Agreement.
- M) There are any **other legal proceedings** pending that could result in a judgment against Seller or affect Property, such as: \_\_\_\_\_.
- N) Any Seller is a **foreign person for purposes of U.S. income taxation**. See Paragraph 21.B.

**During the term of the Listing Agreement, should any change occur with respect to any of the answers to items A-N above, Seller shall IMMEDIATELY give written Notice to Broker and Listing Agent of such change(s).**

**17. OWNERSHIP WITH ASSESSMENTS:**

Property is a member of the following association(s), and applicable addenda relative to each is hereby attached:

- Condominium                       Co-operative                       Homeowners Association (HOA)

**18. SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR REQUIREMENTS:** Seller shall have smoke detectors and carbon monoxide detectors installed and operational in accordance with the requirements of the jurisdiction in which Property is located prior to settlement.

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

20. **CLOSING COSTS:** Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against Property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.
21. **FEDERAL TAXREPORTING/WITHHOLDING:**
- A. **1099 Reporting:** Section 1445 of the Internal Revenue Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement.
  - B. **Foreign Investment Real Property Tax Act Withholding ("FIRPTA"):** If Seller is a foreign person for purposes of U.S. income taxation, the IRS requires that a percentage of the sales price be withheld from Seller's proceeds at the time of settlement; those funds are to be applied towards the payment of any capital gains tax that might be due. A foreign person includes, but is not limited to; non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates ("Foreign Person"). Sellers are advised to seek legal and/or financial advice concerning these matters. If Seller is not a Foreign Person, Seller shall execute an affidavit to this effect at the time of settlement.
22. **GENERAL PROVISIONS:**
- A. **Laws and Regulations:** Seller acknowledges that Listing Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.
  - B. **Competing Properties:** Seller understands that Listing Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Listing Broker properties that are similar to Seller's Property. Seller consents to Listing Broker representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.
  - C. **Subsequent Offers:** Upon receipt by Listing Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.
  - D. **Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as fax, email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.
  - E. **Notice:** This Agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed and initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.
  - F. **Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.
  - G. **Definitions:** The singular shall include the plural, the plural the singular.
23. **AUTHORITY TO DISCLOSE EXISTING OFFERS:** Seller is advised that prospective buyers or cooperating brokers may inquire of Listing Broker or Listing Broker agents the existence of other offers for the purchase of Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible or such disclosure could result in the interested buyer electing not to make an offer. Seller hereby  **authorizes OR**  **does not authorize** Listing Broker to disclose the existence of other offers on Property in response to inquiries from buyers or cooperating brokers. Such disclosure may include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).
24. **HOMEOWNER WARRANTY:**  
 Seller  **does OR**  **does not** elect to purchase a homeowner warranty, which may be in effect during the Listing Period and may transfer to the buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations.  
 Cost not to exceed \$\_\_\_\_\_. Warranty provider to be \_\_\_\_\_.
25. **BINDING AGREEMENT:**
- A. This Agreement contains the entire legally binding Agreement between Seller and Listing Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.
  - B. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.
  - C. This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where Property is located.

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

26. **TERMINATION:**

A. **DC Properties:** This Agreement may be terminated prior to the end of the Listing Period only by mutual written agreement of the parties.

B. **Montgomery County Properties:** See required Jurisdictional Addendum to the Listing Agreement.

27. **ADDITIONAL TERMS:**

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\_\_\_\_\_  
Seller Date By: \_\_\_\_\_  
Listing Broker/Supervisor Manager Date

\_\_\_\_\_  
Seller Date \_\_\_\_\_  
Listing Licensee Date

**NOTE: If any party is signing for another as a fiduciary, attach appropriate Power of Attorney, Letter of Administration, or other authorization as applicable. An original document will be required for settlement.**



**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 seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers 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) **Other Type** \_\_\_\_\_

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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: \_\_\_\_\_

**8A. Will the smoke alarms provide an alarm in the event of a power outage? [ ] Yes [ ] No**  
**Are the smoke alarms over 10 years old? [ ] Yes [ ] No**  
**If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? [ ] Yes [ ] No**  
**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 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: \_\_\_\_\_

**16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?**  Yes  No  Does Not Apply  Unknown  
**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: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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

Seller(s) \_\_\_\_\_ Date \_\_\_\_\_

Seller(s) \_\_\_\_\_ 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 SELLER(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 seller(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 seller(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.

Section 1-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) has actual knowledge of any latent defects? [ ] Yes [ ] No If yes, specify:

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

Seller \_\_\_\_\_ 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 \_\_\_\_\_



## Regulations, Easements and Assessments (REA) Disclosure and Addendum

*(Required for all Listing Agreements and Sales Contracts in Montgomery County)*

The Contract of Sale dated \_\_\_\_\_, Address \_\_\_\_\_  
 City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_ between  
 Seller \_\_\_\_\_ and  
 Buyer \_\_\_\_\_ is hereby  
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

Notice to Seller and Buyer: This Disclosure/Addendum to be completed by the Seller shall be available to prospective buyers prior to making a purchase offer and will become a part of the sales contract for the sale of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and 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. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- Montgomery County Government, 101 Monroe Street, Rockville, MD, 20850.  
Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: [www.MC311.com](http://www.MC311.com)
- Maryland-National Capital Area Park and Planning Commission (M-NCPPC),  
2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site:  
<https://montgomeryplanningboard.org>
- City of Rockville, City Hall, 111 Maryland Ave, Rockville, MD 20850.  
Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201  
Main Telephone Number: 410-767-1184. Website: [sdattax.com](http://sdattax.com)

1. **DISCLOSURE/DISCLAIMER STATEMENT:** A property owner may be exempt from Maryland Residential Property Disclosure Act as defined in the Maryland Residential Property Disclosure and Disclaimer Statement. Is Seller exempt from the Maryland Residential Property Disclosure Act?  Yes  No. If no, see attached Maryland Residential Disclosure and Disclaimer Statement. If yes, reason for exemption: \_\_\_\_\_.

2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: [www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix\\_2013.pdf](http://www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf). In addition, Maryland law requires the following disclosure: This residential dwelling unit contains alternating current (AC) electric service. 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.

3. **CARBON MONOXIDE DETECTORS:** Montgomery County requires the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage to have carbon monoxide detection and warning equipment. Carbon monoxide alarms or detectors must be installed:

- 1) outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
- 2) on every occupiable level of a dwelling unit, including basements;

and also must:

- 1) be located on the wall, ceiling or other location as specified in the manufacturer’s published instructions that accompany the unit; and
- 2) be installed and maintained under NFPA 720.

The specific Montgomery County Code section containing detailed information as to requirements, type, locations and exceptions can be found here: [https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco\\_md/0-0-0-134832#JD\\_26-8A](https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-134832#JD_26-8A)

4. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg?  Yes  No. If yes, Seller shall indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.
5. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <https://www.montgomerycountymd.gov/green/air/radon.html> for details) **A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test **MUST** be performed and both Seller and Buyer **MUST** receive a copy of the radon test results. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

Is Seller exempt from the Radon Test disclosure?  Yes  No. If yes, reason for exemption: \_\_\_\_\_.

**Exemptions:**

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a 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 a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, or Town of Poolesville.

If not exempt above, a copy of the radon test result is attached  Yes  No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

**NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.**

6. **AVAILABILITY OF WATER AND SEWER SERVICE:**

- A. **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- B. **Well and Septic Locations:** Contact the **Department of Permitting Services "DPS", Well and Septic**, or visit <http://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- C. **Categories:** To confirm service area category, contact the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division** or visit [waterworks@montgomerycountymd.gov](mailto:waterworks@montgomerycountymd.gov).

- A. **Water: Is the Property connected to public water?**  Yes  No.  
If no, has it been approved for connection to public water?  Yes  No  Do not know  
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  
If no, answer the following questions:
  - 1. **Has it been approved for connection to public sewer?**  Yes  No  Do not know
  - 2. **Has an individual sewage disposal system been constructed on Property?**  Yes  No  
**Has one been approved for construction?**  Yes  No  
**Has one been disapproved for construction?**  Yes  No  Do not know
 If no, explain: \_\_\_\_\_
- C. **Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known)** \_\_\_\_\_. **This category affects the availability of water and sewer service as follows (if known)** \_\_\_\_\_.

**D. Recommendations and Pending Amendments (if known):**

1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_
2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

**E. Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.

By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

7. **CITY OF TAKOMA PARK:** If this Property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See **GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.**

8. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a  **Homeowners Association** with mandatory fees (HOA) (refer to **GCAAR HOA Seller Disclosure / Resale Addendum for MD**, attached), and/or  **Condominium Association** (refer to **GCAAR Condominium Seller Disclosure / Resale Addendum for MD**, attached) and/or  **Cooperative** (refer to **GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC**, attached) and/or  **Other** (ie: Homeowners Association/Civic Association WITHOUT dues): \_\_\_\_\_

9. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit [www.mde.state.md.us](http://www.mde.state.md.us). **Does the Property contain an UNUSED underground storage tank?**  Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**10. DEFERRED WATER AND SEWER ASSESSMENT:**

**A. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills?

Yes  No

If yes, **EITHER**  the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ \_\_\_\_\_, **OR**  Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, **OR**  a local jurisdiction has adopted a plan to benefit the Property in the future.

**B. Private Utility Company:**

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills?  Yes  No. If yes, complete the following:

**EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ \_\_\_\_\_ payable annually in \_\_\_\_\_ (month) until \_\_\_\_\_ (date) to \_\_\_\_\_ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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If a Seller subject to this disclosure fails to comply with the provisions of this section:

- (1) Prior to Settlement, the Buyer shall have the right to rescind the Contract and to receive a full refund of all deposits paid on account of the Contract, but the right of rescission shall terminate 5 days after the Seller provides the Buyer with the notice in compliance with this section.
- (2) Following Settlement, the Seller shall be liable to the Buyer for the full amount of any open lien or assessment.

**11. SPECIAL PROTECTION AREAS (SPA):**

Refer to [montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/](http://montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/) or [montgomerycountymd.gov/water/streams/spa.html](http://montgomerycountymd.gov/water/streams/spa.html) for explanations of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," visit <https://mcatlas.org/viewer/> and type in the address in the upper left corner of the screen. Then select Special Protection Areas from the menu along the left side of the screen to turn on that GIS layer. This will show you if the property is within a Special Protection Area.

Is this Property located in an area designated as a Special Protection Area?  Yes  No  
If yes, special water quality measures and certain restrictions on land uses and impervious surfaces may apply.  
Under Montgomery County law, Special Protection Area (SPA) means a geographic area where:

- A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;
- B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls. An SPA may be designated in:
  - (1) a land use plan;
  - (2) the Comprehensive Water Supply and Sewer System Plan;
  - (3) a watershed plan; or
  - (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

- 12. PROPERTY TAXES:** Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at <https://www.montgomerycountymd.gov/finance/taxes/faqs.html> and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at <https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx> - this provides tax information from the State of Maryland.

- A. **Current Tax Bill:** IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at <https://apps.montgomerycountymd.gov/realpropertytax/>.
- B. **Estimated Property Tax & Non-Tax Charges:** IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax).

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

**Buyer acknowledges receipt of both tax disclosures.**

**13. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:**

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQs regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607>. Seller shall choose one of the following:

**The Property is located in an EXISTING Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$\_\_\_\_\_ each year. A map reflecting Existing Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\\_DevDistricts.pdf/](https://www2.montgomerycountymd.gov/estimatedtax/map/Existing_DevDistricts.pdf/).

OR

**The Property is located in a PROPOSED Development District:** Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$\_\_\_\_\_ each year. A map reflecting Proposed Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/dev\\_districts.pdf](https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf).

OR

**The Property is not located in an existing or proposed Development District.**

**14. RECORDED SUBDIVISION PLAT:**

Plats are available at the [MNCPPC](#) or at the Judicial Center, Room 2120, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the Property. Plats are also available online at [http://www.montgomeryplanning.org/info/plat\\_maps.shtm](http://www.montgomeryplanning.org/info/plat_maps.shtm) or at [www.plats.net](http://www.plats.net). **Seller shall be subject to penalties per Montgomery Code Section 40-1, et seq. for failure to provide recorded subdivision plat, if one exists.** Buyers shall check **either A, B or C** below. If **B** is selected, **one** of the options under **B**, shall also be checked:

A. **Unimproved Lot and New Construction:** If the Property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. **Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.**

OR

B. **Improved Lot/Recorded Subdivision Plat:** If the Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. **NOTE: This is for resale properties only.**

1. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

- OR -

2. Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

OR

C. **Parcels With No Recorded Subdivision Plat:** For improved and unimproved resale properties only (i.e. properties that are not newly constructed), Buyer acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale lot.**

\_\_\_\_\_  
Buyer's Initials



**15. TAX BENEFIT PROGRAMS:**

The Property may currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

- A. **Forest Conservation and Management Program (FC&MP):** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by the Buyer **OR** the Seller.
- B. **Agricultural Program:** Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by the Buyer **OR** the Seller. Confirm if applicable to this Property at <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_.

**16. AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property  is  is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at SDAT and Montgomery County Zoning Layer (MC Atlas).

**17. NOTICE CONCERNING CONSERVATION EASEMENTS:**

This Property  is  is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See <https://mcatlas.org/FCE/> for easement locator map.

**18. GROUND RENT:**

This Property  is  is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.

**19. HISTORIC PRESERVATION:**

Check questionable properties' status with the Montgomery County Historic Preservation Commission (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtml>, to check applicability. Buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance.

<p>Has the Property been designated as an historic site in the master plan for historic preservation? <input type="checkbox"/> Yes <input type="checkbox"/> No.</p> <p>Is the Property located in an area designated as an historic district in that plan? <input type="checkbox"/> Yes <input type="checkbox"/> No.</p> <p>Is the Property listed as an historic resource on the County location atlas of historic sites? <input type="checkbox"/> Yes <input type="checkbox"/> No.</p> <p><b>Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this Property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. <u>If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.</u></b></p>	
<p>_____</p> <p>Buyer</p>	<p>_____</p> <p>Buyer</p>

**20. MARYLAND FOREST CONSERVATION LAWS:**

- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of

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forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

**B. Forest Conservation Easements:** Seller represents and warrants that the Property  is  is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

**21. AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list: [http://www.faa.gov/airports/airport\\_safety/airportdata\\_5010](http://www.faa.gov/airports/airport_safety/airportdata_5010).



**MONTGOMERY COUNTY**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. <b>Walter Reed National Medical Center Heliport</b>, 8901 Rockville Pike, Bethesda, MD 20889</li> <li>2. <b>Davis Airport</b>, 7200 Hawkins Creamery Road, Laytonsville, MD 20879</li> <li>3. <b>Dow Jones &amp; Company, Inc.</b>, 11501 Columbia Pike, Silver Spring, MD 20904</li> <li>4. <b>Federal Support Center Heliport</b>, 5321 Riggs Road, Gaithersburg, MD 20882</li> </ol> | <ol style="list-style-type: none"> <li>5. <b>Flying M Farms</b>, 24701 Old Hundred Road, Comus, MD 20842</li> <li>6. <b>IBM Corporation Heliport</b>, 18100 Frederick Avenue, Gaithersburg, MD 20879</li> <li>7. <b>Maryland State Police Heliport</b>, 7915 Montrose Road, Rockville, MD 20854</li> <li>8. <b>Montgomery County Airpark</b>, 7940 Airpark Road, Gaithersburg, MD 20879</li> <li>9. <b>Shady Grove Adventist Hospital</b>, 9901 Medical Center Drive, Rockville, MD 20850</li> </ol> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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- 10. **Suburban Hospital**, 8600 Old Georgetown Road, Bethesda, MD 20814
- 11. **Washington Adventist Hospital**, 7600 Carroll Avenue, Takoma Park, MD 20912
- 12. **Holy Cross Hospital**, 1500 Forest Glen Road, Silver Spring, MD, 20910
- 13. **Holy Cross Germantown**, 19801 Observation Drive, Germantown, MD 20876
- 14. **Citizens Bank Helipad**, 14401 Sweitzer Lane, Laurel, MD 20707
- 15. **College Park**, 1909 Cpl Frank Scott Drive, College Park, MD 20740
- 16. **The Greater Laurel Beltsville Hospital**, 7100 Contee Road, Laurel, MD 20707

**FREDERICK COUNTY**

- 17. **Faux-Burhams Airport**, 9401 Ball Road, Ijamsville, MD 21754
- 18. **Ijamsville Airport**, 9701 C. Reichs Ford Road, Ijamsville, MD 21754
- 19. **Stol-Crest Airfield**, 3851 Price's Distillery Road, Urbana, MD 21754

**CARROLL COUNTY**

- 20. **Walters Airport**, 7017 Watersville Road, Mt. Airy, MD 21771

**DISTRICT OF COLUMBIA**

- 21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032

- 22. **Children's National Medical Center**, 111 Michigan Avenue, NW, 20010
- 23. **Washington Hospital Center**, 110 Irving Street, NW, 20010
- 24. **Georgetown University Hospital**, 3800 Reservoir Road, NW, 20007
- 25. **Metropolitan Police**, Dist. 2, 3320 Idaho Avenue, NW, 20007
- 26. **Metropolitan Police**, Dist. 3, 1620 V Street, NW, 20007
- 27. **Metropolitan Police**, Dist. 5, 1805 Bladensburg Road, NE, 20002
- 28. **National Presbyterian Church**, 4101 Nebraska Avenue, NW, 20016
- 29. **Sibley Memorial Hospital**, 5255 Loughboro Road, NW, 20016
- 30. **Police Harbor Patrol Branch**, Water St, SW, 20024
- 31. **Steuart Office Pad**, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 32. **Former Washington Post Building**, 1150 15th Street, NW, 20017

**VIRGINIA**

- 33. **Ronald Reagan Washington National Airport**, Arlington County 20001
- 34. **Leesburg Executive**, 1001 Sycolin Road, Leesburg, 22075
- 35. **Loudoun Hospital Center**, 224 Cornwall, NW, Leesburg, 22075
- 36. **Dulles International Airport**, 1 Saarinen Cir, Dulles, VA 20166

**22. ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

- A. **Information Disclosure:** Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information: <https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No  
If the Property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. **Sellers may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

**23. SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

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

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date



## Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

**PROPERTY ADDRESS:** \_\_\_\_\_

**PERSONAL PROPERTY AND FIXTURES:** 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, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

**KITCHEN APPLIANCES**

- \_\_\_\_\_ Stove/Range
- \_\_\_\_\_ Cooktop
- \_\_\_\_\_ Wall Oven
- \_\_\_\_\_ Microwave
- \_\_\_\_\_ Refrigerator
- \_\_\_\_\_ w/ Ice Maker
- \_\_\_\_\_ Wine Refrigerator
- \_\_\_\_\_ Dishwasher
- \_\_\_\_\_ Disposer
- \_\_\_\_\_ Separate Ice Maker
- \_\_\_\_\_ Separate Freezer
- \_\_\_\_\_ Trash Compactor

**ELECTRONICS**

- \_\_\_\_\_ Security Cameras
- \_\_\_\_\_ Alarm System
- \_\_\_\_\_ Intercom
- \_\_\_\_\_ Satellite Dishes
- \_\_\_\_\_ Video Doorbell

**RECREATION**

- \_\_\_\_\_ Hot Tub/Spa, Equipment, & Cover
- \_\_\_\_\_ Pool Equipment & Cover
- \_\_\_\_\_ Sauna
- \_\_\_\_\_ Playground Equipment

**LIVING AREAS**

- \_\_\_\_\_ Fireplace Screen/Door
- \_\_\_\_\_ Gas Log
- \_\_\_\_\_ Ceiling Fans
- \_\_\_\_\_ Window Fans
- \_\_\_\_\_ Window Treatments

**OTHER**

- \_\_\_\_\_ Storage Shed
- \_\_\_\_\_ Garage Door Opener
- \_\_\_\_\_ Garage Door Remote/Fob
- \_\_\_\_\_ Back-up Generator
- \_\_\_\_\_ Radon Remediation System
- \_\_\_\_\_ Solar Panels *(must include Solar Panel Seller Disclosure/Resale Addendum)*

**LAUNDRY**

- \_\_\_\_\_ Washer
- \_\_\_\_\_ Dryer

**WATER/HVAC**

- \_\_\_\_\_ Water Softener/Conditioner
- \_\_\_\_\_ Electronic Air Filter
- \_\_\_\_\_ Furnace Humidifier
- \_\_\_\_\_ Window A/C Units

- \_\_\_\_\_
- \_\_\_\_\_

**THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: \_\_\_\_\_

**CERTIFICATION:** Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

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

**ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** *(Completed only after presentation to the Buyer)*

The Contract of Sale dated \_\_\_\_\_ between Seller \_\_\_\_\_  
 \_\_\_\_\_ and Buyer \_\_\_\_\_  
 \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

\_\_\_\_\_  
 Seller (sign only after Buyer) Date Buyer Date

\_\_\_\_\_  
 Seller (sign only after Buyer) Date Buyer Date



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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale between Buyer \_\_\_\_\_ and Seller \_\_\_\_\_ for the 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 alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; 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.

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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.

_____ Seller's Signature	_____ Date	_____ Buyer's Signature	_____ Date
_____ Seller's Signature	_____ Date	_____ Buyer's Signature	_____ Date
_____ Agent's Signature	_____ Date	_____ Agent's Signature	_____ Date



**Utility Cost and Usage History Form**  
For use in Montgomery County, Maryland

Address \_\_\_\_\_

Month	Year		Electric	Gas	Heating Oil
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
		Total Usage:			
		Total Cost:			
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\_\_\_\_\_  
Seller/Owner (Indicate if sole owner) Date

\_\_\_\_\_  
Seller/Owner (Indicate if sole owner) Date

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# Lead Paint -Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

**PROPERTY ADDRESS:** \_\_\_\_\_

There are parts of the property that still exist that were built prior to 1978 **OR**  **No parts of the property** were built prior to 1978 **OR**  
 Construction dates are unknown. **If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.**

**LEAD WARNING STATEMENT FOR BUYERS:** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE:**

(A) Presence of lead-based paint and/or lead-based paint hazards

**Known lead-based paint and/or lead-based paint hazards** are present in the housing (explain):  
\_\_\_\_\_ **OR**

Seller has **no knowledge of lead-based paint and/or lead-based paint hazards** in the housing.

(B) Records and reports available to the Seller:

Seller **has provided Buyer with all available records** and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_ **OR**

Seller has **no reports or records** pertaining to lead - based paint and/or lead-based paint hazards in the housing.

**BUYER'S ACKNOWLEDGMENT:**

*(Buyer to initial all lines as appropriate)*

(C) \_\_\_\_\_ / \_\_\_\_\_ Buyer has **read the Lead Warning Statement** above.

(D) \_\_\_\_\_ / \_\_\_\_\_ Buyer has **read Paragraph B and acknowledges receipt of copies of any information** listed therein, if any.

(E) \_\_\_\_\_ / \_\_\_\_\_ Buyer has **received the pamphlet Protect Your Family From Lead in Your Home** (required).

(F) \_\_\_\_\_ / \_\_\_\_\_ Buyer has (check one below):

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**

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:** *(Agent to initial)*

Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her

(G) \_\_\_\_\_ 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 provided by the signatory is true and accurate.

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

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

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

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

\_\_\_\_\_  
Agent for Seller, if any Date

\_\_\_\_\_  
Agent for Buyer, if any Date





## MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

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

**MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 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>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND  
The Property \_\_\_\_\_ / \_\_\_\_\_ is or \_\_\_\_\_ / \_\_\_\_\_ is **not** registered in the Maryland Program (**Seller to initial applicable line**).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is 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; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (**Seller to initial applicable line**) \_\_\_\_\_ / \_\_\_\_\_ has; or \_\_\_\_\_ / \_\_\_\_\_ has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

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

If such event has occurred, Seller (**Seller to initial applicable line**) \_\_\_\_\_ / \_\_\_\_\_ will; OR \_\_\_\_\_ / \_\_\_\_\_ will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

**ACKNOWLEDGEMENT:** Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. \_\_\_\_\_ / \_\_\_\_\_ (**BUYER**)

**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.

_____ <b>Seller</b>	_____ <b>Date</b>	_____ <b>Buyer</b>	_____ <b>Date</b>
_____ <b>Seller</b>	_____ <b>Date</b>	_____ <b>Buyer</b>	_____ <b>Date</b>
_____ <b>Seller's Agent</b>	_____ <b>Date</b>	_____ <b>Buyer's Agent</b>	_____ <b>Date</b>

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# Homeowners Association Seller Disclosure/Resale Addendum for Maryland

*(Recommended for the Listing Agreement and required for the GCAAR Contract)*

Address \_\_\_\_\_  
 City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: \_\_\_\_\_

**PART I - SELLER DISCLOSURE:**

**1. SELLER'S ACKNOWLEDGMENT: ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**  
 The information contained in this Disclosure issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on Seller's actual knowledge and belief and is current as of the date hereof.

**2. NAME OF HOMEOWNERS ASSOCIATION:** The Property, which is the subject of this Contract, is located within a Development and is subject to the \_\_\_\_\_ Homeowners Association.

**3. CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:

**A. HOA Fee:** Potential Buyers are hereby advised that the present fee for the subject Property and parking space(s) and/or storage unit(s), if applicable, is

Regular Fee:	\$ _____
Parking:	\$ _____
Storage:	\$ _____
Special Assessment:	\$ _____ (complete B below)
<b>TOTAL:</b>	<b>\$ _____ per _____</b>

Fee Includes: The following are included in the HOA Fee:

Trash  Lawn Care  Other \_\_\_\_\_

**B. Special Assessments:** Potential Buyers are hereby advised that there  is OR  is not a special assessment either included in the HOA Fee or separately levied. If applicable, complete 1-4 below.

- 1) Reason for Assessment: \_\_\_\_\_
- 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
- 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
- 4) Total Special Assessment balance remaining: \$ \_\_\_\_\_

**C. Delinquency:** Are there any delinquent Fees and/or Special Assessments?  YES  NO

**Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.**

**4. FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, special assessments and other charges imposed by the HOA upon the Property during the prior fiscal year of the HOA is as follows:

Fees:	\$ _____
Special Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ _____

**5. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the HOA instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

Parking Space #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
 Tax ID #(s) \_\_\_\_\_

Storage Unit #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
 Tax ID #(s) \_\_\_\_\_

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6. **MANAGEMENT COMPANY OR AUTHORIZED AGENT:** The management company or agent authorized by the HOA to provide information to the public regarding the HOA is as follows:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA. If none, please initial here \_\_\_\_\_ / \_\_\_\_\_

7. **SELLER'S KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the HOA, except as noted:

\_\_\_\_\_

8. **SELLER'S KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations, actions or notices of default against the HOA, except as noted:

\_\_\_\_\_

9. **NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR [SELLER] SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR [SELLER], THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.

10. **NOTICE OF BUYER'S RIGHT TO RECEIVE DOCUMENTS PURSUANT TO THE MARYLAND HOMEOWNERS ASSOCIATION ACT (HOA Docs):**

THIS SALE IS SUBJECT TO THE REQUIREMENTS OF THE MARYLAND HOMEOWNERS ASSOCIATION ACT (THE "ACT"). THE ACT REQUIRES THAT THE SELLER DISCLOSE TO YOU [BUYER] AT OR BEFORE THE TIME THE CONTRACT IS ENTERED INTO, OR WITHIN 20 CALENDAR DAYS OF ENTERING INTO THE CONTRACT, CERTAIN INFORMATION CONCERNING THE DEVELOPMENT IN WHICH THE LOT YOU [BUYERS] ARE PURCHASING IS LOCATED. THE CONTENT OF THE INFORMATION TO BE DISCLOSED IS SET FORTH IN § 11B-106(B) OF THE ACT (THE "MHA INFORMATION") AS FOLLOWS:

§11B-106 (B) THE VENDOR SHALL PROVIDE THE PURCHASER THE FOLLOWING INFORMATION IN WRITING:

(1) A STATEMENT AS TO WHETHER THE LOT IS LOCATED WITHIN A DEVELOPMENT;

(2) (I) THE CURRENT MONTHLY FEES OR ASSESSMENTS IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT;

(II) THE TOTAL AMOUNT OF FEES, ASSESSMENTS, AND OTHER CHARGES IMPOSED BY THE HOMEOWNERS ASSOCIATION UPON THE LOT DURING THE PRIOR FISCAL YEAR OF THE HOMEOWNERS ASSOCIATION; AND

(III) A STATEMENT OF WHETHER ANY OF THE FEES, ASSESSMENTS, OR OTHER CHARGES AGAINST THE LOT ARE DELINQUENT;

(3) THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE MANAGEMENT AGENT OF THE HOMEOWNERS ASSOCIATION, OR OTHER OFFICER OR AGENT AUTHORIZED BY THE HOMEOWNERS ASSOCIATION TO PROVIDE TO MEMBERS OF THE PUBLIC, INFORMATION REGARDING THE HOMEOWNERS ASSOCIATION AND THE DEVELOPMENT, OR A STATEMENT THAT NO AGENT OR OFFICER IS PRESENTLY SO AUTHORIZED BY THE HOMEOWNERS ASSOCIATION;

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(4) A STATEMENT AS TO WHETHER THE OWNER HAS ACTUAL KNOWLEDGE OF:  
(I) THE EXISTENCE OF ANY UNSATISFIED JUDGMENTS OR PENDING LAWSUITS AGAINST THE HOMEOWNERS ASSOCIATION; AND  
(II) ANY PENDING CLAIMS, COVENANT VIOLATIONS, ACTIONS, OR NOTICES OF DEFAULT AGAINST THE LOT; AND

(5) A COPY OF:

(I) THE ARTICLES OF INCORPORATION, THE DECLARATION, AND ALL RECORDED COVENANTS AND RESTRICTIONS OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER'S TENANTS, IF APPLICABLE; AND

(II) THE BYLAWS AND RULES OF THE PRIMARY DEVELOPMENT, AND OF OTHER RELATED DEVELOPMENTS TO THE EXTENT REASONABLY AVAILABLE, TO WHICH THE PURCHASER SHALL BECOME OBLIGATED ON BECOMING AN OWNER OF THE LOT, INCLUDING A STATEMENT THAT THESE OBLIGATIONS ARE ENFORCEABLE AGAINST AN OWNER AND THE OWNER'S TENANTS, IF APPLICABLE.

**IF YOU [BUYERS] HAVE NOT RECEIVED ALL OF THE MHAA INFORMATION FIVE (5) CALENDAR DAYS OR MORE BEFORE ENTERING INTO THE CONTRACT, YOU [BUYERS] HAVE FIVE (5) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING ALL OF THE MHAA INFORMATION. YOU [BUYER] MUST CANCEL THE CONTRACT IN WRITING, BUT YOU [BUYERS] DO NOT HAVE TO STATE A REASON.**

THE SELLER MUST ALSO PROVIDE YOU [BUYER] WITH NOTICE OF ANY CHANGES IN MANDATORY FEES EXCEEDING 10% OF THE AMOUNT PREVIOUSLY STATED TO EXIST AND COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE INFORMATION PROVIDED TO YOU [BUYER]. YOU [BUYERS] HAVE THREE (3) CALENDAR DAYS TO CANCEL THIS CONTRACT AFTER RECEIVING NOTICE OF ANY CHANGES IN MANDATORY FEES, OR COPIES OF ANY OTHER SUBSTANTIAL AND MATERIAL AMENDMENT TO THE MHAA INFORMATION WHICH ADVERSELY AFFECTS YOU [THEM].

IF YOU [BUYERS] DO CANCEL THE CONTRACT [THEY] WILL BE ENTITLED TO A REFUND OF ANY DEPOSIT YOU [BUYERS] MADE ON ACCOUNT OF THE CONTRACT. HOWEVER, UNLESS YOU [BUYERS] RETURN THE MHAA INFORMATION TO THE SELLER WHEN YOU [BUYERS] CANCEL THE CONTRACT, THE SELLER MAY KEEP OUT OF YOUR [BUYER'S] DEPOSIT THE COST OF REPRODUCING THE MHAA INFORMATION, OR \$100, WHICHEVER AMOUNT IS LESS.

BY PURCHASING A LOT WITHIN THIS DEVELOPMENT, YOU [BUYER] WILL AUTOMATICALLY BE SUBJECT TO VARIOUS RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS, INCLUDING THE OBLIGATION TO PAY CERTAIN ASSESSMENTS TO THE HOMEOWNERS ASSOCIATION WITHIN THE DEVELOPMENT. THE LOT YOU [BUYERS] ARE PURCHASING MAY HAVE RESTRICTIONS ON:

- (1) ARCHITECTURAL CHANGES, DESIGN, COLOR, LANDSCAPING, OR APPEARANCE;
- (2) OCCUPANCY DENSITY;
- (3) KIND, NUMBER, OR USE OF VEHICLES;
- (4) RENTING, LEASING, MORTGAGING, OR CONVEYING PROPERTY;
- (5) COMMERCIAL ACTIVITY; OR
- (6) OTHER MATTERS.

YOU [BUYERS] SHOULD REVIEW THE MHAA INFORMATION CAREFULLY TO ASCERTAIN YOUR [THEIR] RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS WITHIN THE DEVELOPMENT.

Seller

Date

Seller

Date

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**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller \_\_\_\_\_ and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **DEED AND TITLE/TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the HOA instruments, and the right of other owners in the common elements and the operation of the HOA.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such HOA Fees and/or other Special Assessments as the HOA may from time to time assess against the Property and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the HOA against Seller shall be complied with by Seller and the Property conveyed free thereof. **Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:**

Costs of obtaining any statements of account from the HOA and/or its related management company will be paid by Seller. Lender's HOA questionnaire fee and any transfer and/or set-up fees for the HOA and/or its related management company will be paid by Buyer.

3. **ASSUMPTION OF HOA OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the HOA instruments, including the rules and regulations and covenants and restrictions of the HOA, from and after the Settlement Date hereunder.
4. **RIGHT TO CANCEL:** Buyer shall have the right for a period of five (5) Days following Buyer's receipt of the HOA instruments referred to in the HOA Docs paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such HOA Docs are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such five (5) Day period shall commence upon the Date of Ratification. If the HOA Docs are not delivered to Buyer within the 20 Day time period referred to in the HOA Docs paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of such HOA Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

Seller (sign only after Buyer)	Date	Buyer	Date
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Seller (sign only after Buyer)	Date	Buyer	Date
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## Condominium Seller Disclosure/Resale Addendum for Maryland

(Required for the Listing Agreement and for either the GCAAR or the Maryland REALTORS® Contract)

Address \_\_\_\_\_  
City \_\_\_\_\_, State \_\_\_\_\_ Zip \_\_\_\_\_  
Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: \_\_\_\_\_

### PART I – SELLER DISCLOSURE:

**1. CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:

**A. Condominium Fee:** Potential Buyers are hereby advised that the present fee for the subject unit and parking space(s) and/or storage unit(s), if applicable, is:

Regular Fee: \$ \_\_\_\_\_  
Parking: \$ \_\_\_\_\_  
Storage: \$ \_\_\_\_\_  
Special Assessment: \$ \_\_\_\_\_ (complete B below)  
**TOTAL:** \$ \_\_\_\_\_ per \_\_\_\_\_

**Fee Includes:** The following are included in the Condominium Fee:

Water/Sewer  HVAC  Electricity  Gas  Other \_\_\_\_\_

**B. Special Assessment:** Potential Buyers are hereby advised that there  is OR  is not a special assessment either included in the Condominium Fee or separately levied. If applicable, complete 1-4 below.

- 1) Reason for Special Assessment: \_\_\_\_\_
- 2) Payment Schedule: \$ \_\_\_\_\_ per \_\_\_\_\_
- 3) Number of payments remaining \_\_\_\_\_ as of \_\_\_\_\_ (Date)
- 4) **Total Special Assessment balance remaining:** \$ \_\_\_\_\_

**Unless otherwise agreed in Part II herein below, Seller agrees to pay at Settlement any existing or levied but not yet collected Special Assessments.**

**2. PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Condominium instruments as: general common elements for general use (possibly subject to a lease or license agreement); limited common elements assigned for the exclusive use of a particular unit; or separately taxed and conveyed by Deed. The following Parking Space(s) and/or Storage Unit(s) convey with this Property:

Parking Space #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
Tax ID #(s) \_\_\_\_\_

Storage Unit #(s) \_\_\_\_\_  is  is not separately taxed. If separately taxed:  
Tax ID #(s) \_\_\_\_\_

**3. MANAGEMENT COMPANY OR AUTHORIZED AGENT:** The management company or agent authorized by the Condominium Association to provide information to the public regarding the Condominium is as follows:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Address: \_\_\_\_\_

**4. NOTICE AND STATEMENT FOR CONDOMINIUMS WITH 7 OR MORE UNITS (Condo Docs):** The following is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a Condominium containing 7 or more units.

**Seller is required by law to furnish to Buyer not later than 15 Days prior to Settlement certain information concerning the Condominium which is described in §11-135 of the Maryland Condominium Act. This information must include at least the following:**

**(I) A copy of the declaration (other than the plats);**

**(II) A copy of the bylaws;**

**(III) A copy of the rules and regulations of the Condominium;**

**(IV) A certificate containing:**

1. A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the Unit, other than any restraint created by the Seller;
2. A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the Seller;
3. A statement of any other fees payable by the unit owners to the Council of Unit Owners;
4. A statement of any capital expenditures approved by the Council of Unit Owners planned at the time of Settlement which are not reflected in the current operating budget included in the certificate;
5. The most recently prepared balance sheet and income and expense statement, if any, of the Condominium;
6. The current operating budget of the Condominium, including the current reserve study report or a summary of the report, a statement of the status and amount of any reserve or replacement fund, or a statement that there is no reserve fund;
7. A statement of any unsatisfied judgments or pending lawsuits to which the Council of Unit Owners is a party, excluding assessment collection suits;
8. A statement generally describing any insurance policies provided for the benefit of unit owners, a notice that copies of the policies are available for inspection, stating the location at which the copies are available, and a notice that the terms of the policy prevail over the general description;
9. A statement as to whether the Council of Unit Owners has knowledge that any alteration or improvement to the Unit or to the limited common elements assigned to the Unit violates any provision of the declaration, bylaws, or rules or regulations;
10. A statement as to whether the Council of Unit Owners has knowledge of any violation of the health or building codes with respect to the Unit, the limited common elements assigned to the Unit, or any other portion of the Condominium, INCLUDING ANY VIOLATION OF THE HEALTH OR BUILDING CODES RELATED TO ASBESTOS;
11. A statement of the remaining term of any leasehold estate affecting the Condominium and the provisions governing any extension or renewal of it;
12. A description of any recreational or other facilities which are to be used by the unit owners or maintained by them or the Council of Unit Owners, and a statement as to whether or not they are to be a part of the common elements;
13. (a) A statement as to whether the Council of Unit Owners has entered into any agreement that settles or releases the Council of Unit Owners' claims related to common element warranties under §11-131 of the Maryland Condominium Act and (b) a statement as to whether the board of directors has disclosed to the council of unit owners in accordance with § 11-134.1(c)(2) of this title, the board's intention to enter into an agreement for the purpose of settling a disputed common element warranty claim under § 11-131 of this title; and

**(V) A statement by the undersigned Seller as to whether the Seller has knowledge:**

1. That any alteration to the Unit or to the limited common elements assigned to the Unit violated any provision of the declaration, bylaws, or rules and regulations. Seller has no knowledge except as follows: \_\_\_\_\_;
2. Of any violation of the health or building codes with respect to the Unit or the limited common elements assigned to the Unit. Seller has no knowledge except as follows: \_\_\_\_\_;
3. That the Unit is subject to an extended lease under §11-137 of the Maryland Condominium Act or under local law. (An extended lease under §11-137 is a lease for up to three (3) years which was entered into with a qualified household containing either a senior citizen or a handicapped citizen when the rental property was converted to a Condominium. If the Unit is subject, a copy of the lease must be provided.) Seller has no knowledge except as follows: \_\_\_\_\_;
4. Of the presence of asbestos in the unit, including a description of the location of the asbestos, and whether abatement has been performed in the unit during the occupancy of the Owner. You will have the right to cancel this contract without penalty, at any time within 7 days following delivery to you of all of this information. However, your right to cancel the contract is terminated after Settlement. Seller has no knowledge except as follows: \_\_\_\_\_;  
and

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(VI) A written notice of the unit owner's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

5. **NOTICE AND STATEMENT FOR CONDOMINIUMS WITH FEWER THAN 7 UNITS (Condo Docs):** The following is applicable only to the resale by a unit owner, other than a developer, of a residential unit in a Condominium containing less than 7 units.

Seller is required by law to furnish to Buyer not later than 15 Days prior to Settlement certain information concerning the Condominium which is described of §11-135 of the Maryland Condominium Act. This information must include at least the following:

- (I) A copy of the declaration (other than the plats);
- (II) A copy of the bylaws;
- (III) A copy of the rules and regulations of the Condominium;
- (IV) A statement by Seller of any expenses during the preceding 12 months relating to common elements; and

Seller has incurred \$ \_\_\_\_\_ during the preceding 12 months relating to the common elements. (Total payment made to or on behalf of the Condominium Association.)

(V) A written notice of Seller's responsibility for the Council of Unit Owners' property insurance deductible and the amount of the deductible.

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

**PART II - RESALE ADDENDUM:**

The Contract of Sale dated \_\_\_\_\_, between Seller \_\_\_\_\_ and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **TITLE/DEED AND TITLE:** The Title or Deed and Title paragraph of the Contract is amended to include the agreement of the Buyer to take title subject to easements, covenants, conditions and restrictions of record contained in the Condominium instruments, and the right of other unit owners in the common elements and the operation of the Condominium.
2. **PAYMENT OF FEES AND ASSESSMENTS:** Buyer agrees to pay such Condominium Fees and/or other Special Assessments as the Board of Directors or Condominium Association may from time to time assess against the Unit and Parking Space(s) and/or Storage Unit(s), as applicable, for the payment of operating and maintenance or other proper charges. Seller agrees to pay any delinquent Fees and/or Special Assessments on or before Settlement Date. All violations of requirements noted by the Condominium Association against Seller shall be complied with by Seller and the Property conveyed free thereof. **Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments unless otherwise agreed herein:**

\_\_\_\_\_  
Costs of obtaining any statements of account from the Condominium Association and/or its related management company will be paid by Seller. Lender's condominium questionnaire fee and any transfer and/or set-up fees for the Condominium Association and/or its related management company will be paid by Buyer.

3. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the Condominium instruments, including the Condominium bylaws and the Condominium rules and regulations, from and after the Settlement Date hereunder.



**4. RIGHT TO CANCEL:** Buyer shall have the right for a period of seven (7) Days following Buyer's receipt of the Condominium instruments and statements referred to in the Condo Docs paragraph to cancel this Contract without penalty by giving Notice thereof to Seller. In the event that such Condo Docs are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such seven (7) Day period shall commence upon the Date of Ratification. If the Condo Docs are not furnished to Buyer more than 15 Days prior to the Settlement Date, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of such Condo Docs. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

\_\_\_\_\_  
Seller *(sign only after Buyer)* Date

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

\_\_\_\_\_  
Seller *(sign only after Buyer)* Date

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

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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