REALTOR® COMPASS

GCAAR GREATER CAPITAL AREA ASSOCIATION OF REALTORS®

EQUAL HOUSING OPPORTUNITY

Buyer Broker Agreement

(For use in Maryland and Washington, DC)

This agreement ("Agreement") is made on ____________________, between ________________________________ ________________________________ ("Buyer") and Compass ("Buyer Broker") which assigns Allison Goodhart DuShuttle as Licensee of Broker ("Agent") and Licensees directly supervised by Broker. In consideration of services provided, Buyer Broker is hereby granted the right to represent Buyer in the purchase, option, or exchange of real property or cooperative units ("Property").

1. **PURPOSE:** This Agreement establishes
   1) a **brokerage relationship** ("Brokerage Relationship"), an agency relationship between Buyer and Buyer Broker, and
   2) a **contractual obligation** ("Contractual Obligation") between Buyer and Buyer Broker, in which Buyer Broker and Licensees directly supervised by Broker have the exclusive right to represent Buyer under the terms and conditions set forth herein.

2. **BUYER BROKER RESPONSIBILITES:** Buyer Broker and Agent agree to: 1) Use professional knowledge and skills to locate and present Property, which is available for purchase and suitable for Buyer. 2) Assist Buyer through the process of property acquisition. 3) Represent the interests of Buyer in all negotiations and transactions regarding the acquisition of Property, notwithstanding the fact Buyer Broker and/or Agent may receive compensation from other parties.

3. **BUYER RESPONSIBILITIES:** Buyer will work exclusively with Buyer Broker and Agent during the term of this Agreement, and will only contact Agent with any questions or showing requests about Properties. At open houses, Buyer agrees to notify party representing the seller of this Agreement. For new home builders and new home open houses, Buyer agrees to make any first visit to any new home builder's model only while accompanied by Agent. Buyer will furnish Buyer Broker with necessary financial and personal information to reasonably establish Buyer's ability to purchase Property and authorizes the release of such information to any seller and seller's broker.

4. **BROKER COMPENSATION:** *Buyer acknowledges that compensation is negotiable and is not prescribed by law or established by any membership organization with which Buyer Broker is affiliated.*
   - **A. Compensation:** Buyer agrees to pay Buyer Broker ☒ 3.000 % of the sale price **OR** ☐ $_________ (Buyer Broker Compensation) for any Property contracted to be purchased during the term of this Agreement, no matter who locates the Property. Buyer is responsible for payment of Buyer Broker Compensation at settlement. If Buyer Broker receives any compensation from seller or seller's representative for services covered by this Agreement, that amount will be credited toward Buyer's obligation to pay Buyer Broker Compensation.
   - **B. Broker Service Fee:** Buyer agrees to pay additional Buyer Broker Compensation of $495.00 at settlement, regardless of any Seller payment of compensation.
   - **C. Retainer Fee:** Buyer has paid an advance fee of $zero to retain the services of Buyer Broker, which will be credited against the Broker Compensation due at settlement.
   - **D. Protection Period:** Buyer Broker Compensation shall be paid to Buyer Broker if there is a settlement of any Property contracted to be purchased by Buyer within 180 days after the termination or expiration of this Agreement ("Protection Period"), unless Buyer enters into a new, valid Buyer Broker Agreement during Protection Period.
   - **E. Amount of Compensation Offered:** Total compensation received from any source may not exceed the amount or rate agreed to in this Agreement. Buyer Broker Compensation paid by the seller, if any, must be specified in an addendum to the sales contract.
   - **F. Payment of Compensation:** Buyer Broker Compensation is due at settlement, unless Buyer, after sales contract acceptance, fails to perform or is otherwise in default of the sales contract or executes a release to which Buyer Broker is not a party of the sales contract after all contingencies thereunder have been removed. In such case, Buyer Broker Compensation is due no later than the previously agreed settlement date. If Buyer enters into a contract with seller during the original term of this Agreement, and seller subsequently defaults, then the original term of this Agreement is extended by the number of days Property was under contract.
   - **G. Attorney's Fees:** If Buyer Broker prevails in any action brought to obtain payment of Buyer Broker Compensation, Buyer Broker shall also be entitled to recover in such action Buyer Broker's reasonable attorney's fees and court costs

5. **TERM:** This Agreement commences when signed and expires at 11:59 p.m. on ______________________________ ("Expiration Date"), unless extended in writing, or unless earlier terminated as herein provided. If a Contract of Sale is entered into by Buyer before Expiration Date, which provides for settlement to occur after Expiration Date, this Agreement shall be automatically extended until settlement has occurred or until the sales contract is released in writing by the parties thereto. For Maryland properties, pursuant to Maryland Code, Real Property Section 14-903, this Agreement may not be longer than one year in duration.

6. **TERMINATION:**
   - **A. Washington, DC:** This Agreement may be terminated prior to the Expiration Date only by mutual written consent by both parties.
   - **B. Maryland:** 1) The **Brokerage Relationship** established by this Agreement may be unilaterally terminated prior to the Expiration Date by either party Delivering **zero** days advance Notice to the other. 2) Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligation** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of paragraph 4D ("Protection Period") shall survive even if this Agreement is terminated early.

7. **DISCLAIMER AND LIMITATIONS:** Buyer acknowledges that Buyer Broker is being retained solely as a real estate Licensee, and has been advised to seek professional advice for legal, tax, appraisal, home inspection, surveying, engineering and other matters. Buyer acknowledges that the Buyer Broker may represent other buyers and that other potential buyers may consider, make offers on, or purchase properties through Buyer Broker. Buyer consents to Buyer Broker's representation of other buyers before, during, and after the expiration of this Agreement. Upon receipt by Buyer Broker of a ratified contract to purchase Property pursuant to this Agreement, Buyer Broker shall have no further obligation hereunder to procure any subsequent Properties for Buyer. Buyer agrees that Buyer Broker may perform ministerial acts for the Seller. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment. Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms or conditions of Buyer's offer as confidential information.

8. **GENERAL PROVISIONS:**
   - **A. Laws and Regulations:** Buyer acknowledges that Buyer Broker must comply with federal, state and local laws and regulations. Buyer understands that, as a REALTOR®, Buyer Broker must also adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.
   - **B. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wire or electronic medium which produces a tangible record of the transmission (such as a "fax", or an 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.
   - **C. Notice:** This Agreement shall be deemed enforceable when it and all addenda, and any modifications thereto, have been signed, initialed where required by Buyer and Buyer Broker (or Supervising Manager), and Delivered to the other party.
   - **D. 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.
   - **E. Definitions:** The singular shall include the plural, and the plural the singular.

9. **INCLUSIONS, AGREEMENT AND RECEIPT:** This document and the attachments as noted below contain the full and entire Agreement between Buyer and Buyer Broker and supersede any prior or contemporaneous agreements, if any, whether written or oral between the parties. Each party acknowledges receipt of a copy of this Agreement. In accordance with Maryland and/or District of Columbia Law, included with this Agreement are:

Maryland:
- ☐ Consent For Dual Agency
- ☐ Notification of Dual Agency Within a Team

Washington, DC:
- ☒ Consent for Dual and Designated Representation

Dual Agency: In the event of Dual Agency, when either the Buyer or Buyer Broker decline to consent in writing to Dual Agency, either party may terminate this Agreement by written notice to the other party.

10. ADDITIONAL PROVISIONS: ______________________________

____

____

____

Buyer Date	Buyer Broker/Supervisor Date **Susan Westbrook**
Buyer Date	Buyer Broker Licensee Date **Allison Goodhart DuShuttle**
Address: ______________________	Buyer Broker Firm Name: **Compass**
Email: ______________________	Buyer Broker Address: **1004 King St** **Alexandria, VA Alexandria**
Phone: ______________________	Buyer Broker Phone: **(703)362-3221**

COMPASS

Disclosure of the Potential for Wire Fraud

There has been a virulent increase in the occurrence of wire fraud in our industry and in other industries in which funds are wired. Hackers target the email accounts of the parties involved in real estate transactions and provide fraudulent wiring instructions to divert funds to the bank account of the hacker. Most of these emails look authentic although they are not. This has impacted the email and bank accounts of settlement and title attorneys, real estate agents, real estate brokerages, mortgage lenders, and many others.

We advise you not to put any personal information in an email. This includes wiring account information, bank account numbers, Social Security numbers, credit card numbers, your date of birth and other sensitive information. If you are involved in a transaction in which you intend to wire money, confirm that the recipient of the wiring instructions is authentic and confirm that the destination of any funds you wire is authentic. Verification of the recipient of wired funds may be done by phone with verification of the account numbers and routing numbers. We recommend that you not call the phone number in a wire request email to verify this information, rather obtain the correct phone number verbally from a trusted source.

Agents and brokers at Compass will never ask you to wire money as we do not hold funds for our clients. We will also never email you directing you to wire money to an account. This information is provided for your protection. I acknowledge and understand the above disclosure.

Signed ________________________________ **Date** ________________

Signed ________________________________ **Date** ________________

COMPASS

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

(To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer **or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.**

If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant **has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.**

If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

☐ I (We) consent to Designated Representation, acknowledging the broker/firm ____________________ may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, ____________________ license # ____________________ as the Designated Representative for the party indicated below:

☐ Seller(s) or ☐ Buyers(s)

☐ Landlord(s) or ☐ Tenant(s)

☐ I (We) do not consent to **Designated Representation**

☐ I (We) consent to **Dual Representation**, acknowledging the broker/firm ____________________ , and the sales associate, ____________________ , license # ____________________ may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

☐ Sellers(s) and Buyer(s)

☐ Landlord(s) and Tenant(s)

☒ I (We) do not consent to **Dual Representation**

____
Signed Date

____
Signed Date

COMPASS

Disclosure of the Potential for Wire Fraud

There has been a virulent increase in the occurrence of wire fraud in our industry and in other industries in which funds are wired. Hackers target the email accounts of the parties involved in real estate transactions and provide fraudulent wiring instructions to divert funds to the bank account of the hacker. Most of these emails look authentic although they are not. This has impacted the email and bank accounts of settlement and title attorneys, real estate agents, real estate brokerages, mortgage lenders, and many others.

We advise you not to put any personal information in an email. This includes wiring account information, bank account numbers, Social Security numbers, credit card numbers, your date of birth and other sensitive information. If you are involved in a transaction in which you intend to wire money, confirm that the recipient of the wiring instructions is authentic and confirm that the destination of any funds you wire is authentic. Verification of the recipient of wired funds may be done by phone with verification of the account numbers and routing numbers. We recommend that you not call the phone number in a wire request email to verify this information, rather obtain the correct phone number verbally from a trusted source.

Agents and brokers at Compass will never ask you to wire money as we do not hold funds for our clients. We will also never email you directing you to wire money to an account.
This information is provided for your protection.
I acknowledge and understand the above disclosure.

Signed____Date___________________________

Signed____Date___________________________

APPENDIX D TO PART 3500
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: ____________________ **PROPERTY:** ____________________

Customer Name Street

____

City, State & Zip

FROM: Sue Goodhart ____________________

The Goodhart Group, LLC Date

This is to give you notice that The Goodhart Group, LLC has a business relationship with the Founders Group, LC ("FGLC"), a title insurance agency. The Goodhart Group, LLC has an 37% ownership interest in FGLC and Monument Title Company, Inc. ("***Monument***") has 51% ownership interest in FGLC. Because of this relationship, this referral may provide The Goodhart Group, LLC a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are **NOT** required to use the listed provider as a condition of the purchase or sale of your property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Settlement Services	Charge or Range of Charges
Founders Group LC	Title Insurance Rates for Owner's Title Insurance (plus $150 for simultaneous lender coverage) typically are set per $1,000.00 of purchase price as follows:	
	Rate per $1,000.00	Purchase Price Amount
	$4.90	First 250,000.00
	$4.65	$250,000.01 to $500,000.00
	$4.25	over $500,000.00
Monument Title Co.	Settlement Fee	$495.00 Buyer $275.00 Seller
	Title Search	$100.00 Buyer
	Obtain/Record/Overnight Payoff	$150.00 each Seller

ACKNOWLEDGEMENT

I/we have read this disclosure form and understand that The Goodhart Group, LLC is referring me/us to purchase the above-described settlement service(s) and that The Goodhart Group, LLC may receive a financial or other benefit as the results of this referral.

____________________ ____________________

Signature Signature

____________________ ____________________

Signature Signature

COMPASS

MEGAN'S LAW DISCLOSURE

Tenant(s)/Buyer(s) should exercise whatever due diligence Tenant(s)/Buyer(s) deems necessary with respect to information on sexual offenders registered under Chapter 23 (§19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or https://www.vspsor.com/.

The Tenant(s)/Buyer(s) acknowledge receipt of a copy of this disclosure statement.

TENANT/BUYER:

__________ /	________________________	__________ /	________________________
Date	Signature	Date	Signature
__________ /	________________________	__________ /	________________________
Date	Signature	Date	Signature

COMPASS

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To: ______________________________ From: Compass

Property: ______________________________ Date:______________

This is to give you notice that Compass, Inc. and its affiliated brokerages ("Compass"),[1] have a business relationship with the providers listed on this disclosure form, and each may refer to you the services of another. Specifically, Compass, Inc. indirectly owns 100% of KVS Title LLC, 100% of Secured Land Transfers LLC d/b/a Mid-Atlantic Settlement Services, 49.9% of OriginPoint LLC, 49.9% of Guaranteed Rate Affinity LLC, 100% of Anywhere Insurance Agency, Inc., and 1.65% of Notarize, Inc.

Because of these relationships, the referral of a customer (including you) by any of these entities to another may provide the referring entity and/or its affiliates or employees with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the services listed. You are NOT required to use the listed provider(s) as a condition for settlement of your loan on or purchase, sale or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider	Service	Estimated Charge or Range of Charges
KVS Title LLC, Secured Land Transfers LLC d/b/a Mid-Atlantic Settlement Services	**Title Insurance & Closing/ Settlement**	**<u>Maryland</u>:** **Sales Price — Owner's Policy*** $100,000 — $921.00 $300,000 — $2,165.50 $500,000 — $3,267.50 $1,000,000 — $5,632.50 $1,500,000 — $7,497.50 $3,000,000 — $13,092.50 *Simultaneously issued Lender's Policy Included. Closing fee $795-$1,250. Typical endorsements $0-$55. Additional fees $300-$1,350. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information. **<u>District of Columbia</u>:** **Sales Price — Owner's Policy*** $100,000 — $884.00 $300,000 — $2,166.00 $500,000 — $3,390.00 $1,000,000 — $6,090.00 $1,500,000 — $8,430.00 $3,000,000 — $15,450.00 *Simultaneously issued Lender's Policy Included. Closing fee $1,040-$1,300. Typical endorsements $0-$50. Additional fees $300-$705. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information.

[1] Compass-affiliated brokerages generally use names or trade names which include the word "Compass."

		Virginia: **Sales Price Owner's Policy*** $100,000 $717.00 $300,000 $1,737.50 $500,000 $2,717.50 $1,000,000 $4,967.50 $1,500,000 $6,452.50 $3,000,000 $10,587.50 *Simultaneously issued Lender's Policy included. Closing fee $825-$1,300. Typical endorsements $0-$35. Additional fees $225-$770. CHARGES ARE ESTIMATES AND MAY VARY. Other charges may apply; contact your representative for more information.
OriginPoint LLC; Guaranteed Rate Affinity LLC	**Loan Products and Services**	Origination Fees (Application, Commitment, Lender, Processing, Origination): $1,640.00 Discount Fee/Points: 0 – 3% of loan amount. Additional third-party fees may apply.
Anywhere Insurance Agency, Inc.	**Homeowner's Insurance**	$2.00 - $8.00 per thousand dollars of replacement cost of dwelling. Pricing will vary based on specific risk profile.
Notarize, Inc.	**Notary**	$25-$100

In addition to the relationships described above, Compass affiliates have a business arrangement with Assurant Home Warranty ("Assurant"). While these affiliates do not have any ownership interest in Assurant, they may receive fees from Assurant in return for their performance of services.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Compass and the providers listed on this disclosure form may refer me/us to purchase the above-described service(s) from one another, and that any such referrals may provide the referring entity and/or its affiliates or employees with a financial or other benefit as the result of any such referral.

Buyer's Signature Date

Buyer's Signature Date

Seller's Signature Date

Seller's Signature Date

GCAAR Sales Contract

TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

This SALES CONTRACT ("Contract") is made on ____________________ ("Date of Offer") between____________________ ("Buyer") and ____________________ ("Seller"), collectively referred to as "Parties", who, among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real estate transaction ____________________ ("Listing Company") represents Seller, and Compass ____________________ ("Selling Company") represents ☐ **Buyer OR** ☐ **Seller.** The Listing Company and Selling Company are collectively referred to as "Broker." (If Broker is acting as a dual representative for both Parties, then the appropriate disclosure form is attached to and made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. **REAL PROPERTY:** Buyer will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with all improvements, rights and appurtenances) described as follows ("Property"):
   Street Address ____________________
   Unit # __________ City __________ State __________ Zip Code __________
   Condominium/Cooperative Project Name ____________________
   Parking Space(s) # __________ Storage Unit(s) # __________
   Legal Description: Lot(s) __________ Block/Square __________ Section __________
   Subdivision ____________________ Tax Account # ____________________

2. **JURISDICTIONAL ADDENDUM:** The following Jurisdictional Addendum, if ratified and attached, is made a part of this Contract. Jurisdictional Addendum for ☐ **District of Columbia** ☐ **Montgomery County, MD**

3. **PRICE AND FINANCING:** (All percentages refer to percent of Sales Price)

A.	**Sales Price**	**$**__________		
B.	**Down Payment**	$__________	or	__________%
C.	**Financing**			
	1. First Trust (if applicable)	$__________	or	__________%
	2. Second Trust (if applicable)	$__________	or	__________%
	3. Seller Held Trust (if applicable, addendum attached)	$__________	or	__________%
	TOTAL FINANCING	$__________	or	__________%

D. **Financing Contingency:** Contract is contingent on financing ☐ **Yes OR** ☐ **No**. If yes, appropriate GCAAR Financing Addendum must be attached. First Deed of Trust loan type shall be: ☐ **Conventional** ☐ **VA** ☐ **FHA** ☐ **Other**: __________

E. **Appraisal Contingency:** Contract is contingent on Appraisal ☐ **Yes OR** ☐ **No**. If yes, appropriate GCAAR addendum must be attached. If no, Seller ☐ **will OR** ☐ **will not** provide appraiser(s) reasonable access for Appraisal purposes and Buyer will proceed to Settlement without regard to Appraisal.

F. **Assumption** Assumption fee, if any, and all charges related to the assumption will be paid by the Buyer. If Buyer assumes Seller's loan(s): (i) Parties ☐ **will OR** ☐ **will not** obtain a release of Seller's liability to the financial institution or U.S. Government for the repayment of the loan by Settlement, (ii) Parties ☐ **will OR** ☐ **will not** obtain substitution of Seller's VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

4. **DEPOSIT:** Buyer's deposit ("Deposit") in the amount of ____________________ shall be held by ____________________ ("Escrow Agent"). Buyer ☐ **has delivered OR** ☐ **will deliver** the Deposit within ____________________ days after Date of Ratification ("Deposit Deadline"). (If Property is in Maryland and Broker is Escrow Agent, Deposit must be delivered to Escrow Agent within 3 days of Date of Ratification.) Should Buyer fail to deliver Deposit to Escrow Agent by Deposit Deadline, as provided herein, Buyer will be in Default and Seller may, at Seller's option, Deliver Notice to Buyer declaring this Contract Void. Upon Delivery to Buyer of Seller Notice to Void Contract, all respective rights and obligations of the Parties arising under this Contract will terminate. Following Deposit Deadline, but prior to Seller Delivery of Notice to Void, Buyer may cure Default by Delivering Deposit to Escrow Agent, upon which all terms and conditions of this Contract will remain in full force and effect.

Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from Deposit. Deposit will be held in escrow until: (i) credited toward the Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Parties agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

5. **FUNDS DUE AT SETTLEMENT:** The balance of the funds due at Settlement from Buyer and/or Seller will be paid on or before Settlement Date. Buyer and/or Seller shall verify with Settlement Agent how funds due at Settlement are to be paid. An assignment of funds shall not be used without prior written consent of all parties to the transaction.

6. **SETTLEMENT:** Parties will perform in accordance with the terms of this Contract ("Settlement") on _________________ _________________ ("Settlement Date") except as otherwise provided in this Contract. Buyer selects ________________________ ____ ("Settlement Agent") to conduct Settlement. Buyer agrees to contact Settlement Agent within 10 Days after Date of Ratification to schedule Settlement and to place a title order.

7. **PROPERTY MAINTENANCE AND CONDITION:** Except as otherwise specified herein, Seller will deliver Property at Settlement vacant, free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of ☐ **Date of Offer OR** ☐ **Date of home inspection OR** ☐ **Other:** ______________________________________. Failure to select an option in the preceding sentence shall be deemed an agreement to select Date of Offer option. Seller will have all utilities in service through Settlement or as otherwise agreed. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which Property is located. Parties will not hold Broker liable for any breach of this paragraph.

This Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

☐ This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)

OR

☐ Buyer declines the opportunity to make Contract contingent upon home inspection(s) and/or other inspections.

Except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its **AS-IS CONDITION** as of the date specified above. Neither Brokers and/or their agents nor subagents are responsible for Property defects.

8. **ACCESS TO PROPERTY:** Seller will provide Broker, Buyer, inspectors representing Buyer and representatives of lending institutions for Appraisal purposes reasonable access ("Access") to the Property to comply with this Contract. In addition, Buyer and/or Broker have the right to Access Property to conduct a final walk-through at a mutually agreed upon date and time within 5 days prior to Settlement solely to confirm:

   A. Property is maintained pursuant to PROPERTY MAINTENANCE AND CONDITION paragraph of this Contract;
   B. Repairs have been completed as agreed.

Unless otherwise agreed to in writing, Broker or licensee representing Broker must accompany during Access.

9. **INCLUSIONS/EXCLUSIONS:** Property includes the personal property and fixtures as defined and identified in the attached Inclusions/Exclusions Disclosure and Addendum.

10. **HOME WARRANTY:** ☐ **Yes OR** ☐ **No**
Home warranty policy paid for and provided at Settlement by: ☐ **Buyer OR** ☐ **Seller**
Cost not to exceed $ ______________________. Warranty provider to be____.

11. **BUYER'S REPRESENTATIONS:** Buyer ☐ **will OR** ☐ **will not** occupy Property as Buyer's principal residence. **Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property**. The Selling Company ☐ **is OR** ☐ **is not** authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Buyer. Seller is relying upon all of Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or Lender by Buyer.

12. **<u>LEAD-BASED PAINT REGULATIONS:</u>** Federal law requires sellers of properties built before 1978 to provide buyers with the required federal disclosure regarding lead paint (GCAAR form "Lead Paint--Federal Disclosure") and the EPA pamphlet "Protect Your Family from Lead in Your Home". In addition, for District of Columbia properties built before 1978, sellers are required to provide buyers the District of Columbia Lead Disclosure (GCAAR form "Lead Paint-- DC Disclosure") and for Maryland properties built before 1978, sellers are required to provide buyers the Maryland Lead Disclosure (GCAAR form "Maryland Lead Poisoning Prevention Program Disclosure"). A seller who fails to provide the required local and federal lead-based paint forms, including the EPA pamphlet, may be liable under the law 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 lead-based paint disclosure forms for a period of six (6) years following the date of Settlement. If the dwelling(s) was built prior to 1978 or if the building date is uncertain and Property is not exempt from the Residential Federal Lead-Based Paint Hazard Reduction Act of 1992, this Contract is voidable by Buyer until Buyer acknowledges receipt of the required federal lead- based paint form, including the EPA pamphlet, and DC Lead Disclosure or Maryland Lead Disclosure if applicable, and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. Until said acknowledgement occurs, Buyer retains the right to unconditionally, and without risk of loss of Deposit or other adverse effects, declare Contract void. Parties have read and understand the provisions of this ~~P~~aragraph.

Seller's Initials _________ /_________ Buyer's Initials _________ /_________

Completed Lead-Based Paint forms are attached. ☐ **Yes** ☐ **No** ☐ **N/A**

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 the 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, 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. Parties have read and understand the provisions of this section.

Seller's Initials _________ /_________ Buyer's Initials _________ /_________

13. **<u>FINANCING APPLICATION: If this Contract is contingent on financing, Buyer will make written application for the Specified Financing and any Lender required property insurance no later than 7 days after Date of Ratification.</u>** Buyer grants permission for Selling Company and Lender to disclose to Listing Company and Seller general information about the progress of the loan application and loan approval process. If Buyer fails to settle except due to any Default by Seller, the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable Lender requirements except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.

Buyer is advised to consult with a property insurance agent before and immediately after ratifying a contract of sale. Obtaining property insurance is typically a lender requirement to secure financing. Property insurance has become difficult to secure in some cases. Availability, rates, and premiums are determined in part by the number and nature of claims and inquiries made on a property, the condition of the property as well as the number and nature of claims made by the prospective Buyer.

Buyer's Initials _________ /_________

14. **<u>DAMAGE OR LOSS:</u>** The risk of damage or loss to Property by fire, force majeure, or other casualty remains with Seller until execution and delivery of the Deed of conveyance to Buyer at Settlement.

15. **<u>TITLE:</u>** The title report and survey, if required, will be ordered pursuant to the terms in the Settlement paragraph. If such report and survey are not available on Settlement Date, and were ordered as required, Settlement may be delayed for up to 10 Business Days to obtain the title report and survey after which date this Contract, at the option of Seller, may be declared void, and Deposit will be refunded in full to Buyer. Fee simple title to Property, and everything that conveys with it, will be sold free of liens, except for any loans assumed by Buyer. Title is to be good of record, marketable, and insurable by a licensed title insurance company with no additional risk premium ("Required Condition"). Title will be subject to easements, covenants, conditions and restrictions of record in existence as of Date of Ratification. If, as determined by Settlement Agent, title is not in the Required Condition by Settlement Date, said date shall automatically be extended by 30 days ("Extended Settlement Date"), and Seller shall promptly take all action necessary to place title in the Required Condition prior thereto at Seller's expense. If title is not in the Required Condition by Extended Settlement Date, then Buyer may Deliver Notice to Seller declaring this Contract void.

Broker or any agents, subagents or employees of Broker, and Settlement Agent are not advising Parties as to certain issues, including without limitation: land use; lot size and exact location; and possible restrictions of the use of the Property due to restrictive covenants, easements, zoning, subdivision, or environmental laws. Broker or any agents, subagents or employees of Broker, and Settlement Agent are hereby expressly released from all liability for damages by reason of any defect in the title.

The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title. Seller will convey the Property by Special Warranty Deed or by Personal Representative's Deed in the event Seller is a decedent's estate. Seller will 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 Settlement Agent to obtain payoff or assumption information from any existing lenders.

Unless otherwise agreed to in writing, Seller will pay any governmental special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, and/or homeowners' association or actions in any court on account thereof, against or affecting the Property on Settlement Date. The parties authorize and direct Settlement Agent to provide a copy of the Combined Settlement Statement to Seller, Buyer, Listing Company, Selling Company, Homeowner/Condominium Association, Relocation Company and/or any third-party payees reflected on the Settlement Statement.

Under certain circumstances, when a property is substantially renovated or modified or its usage is changed, a Certificate of Occupancy or a Final Inspection Certification may be required prior to use and occupancy of the property. Additional information on these requirements can be obtained at https://code.dccouncil.us/dc/council/code/sections/6-641.09.html for properties located in the District of Columbia and at https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-3515#JD_8-28 for properties located in Montgomery County, MD. In the event a local authority requires the issuance of a Certificate of Occupancy or a Final Inspection Certificate, the Seller agrees to provide evidence thereof.

16. **POSSESSION DATE:** Unless otherwise agreed to in writing between Parties, Seller will give possession of the Property at Settlement, including delivery of keys, fobs, and codes, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Buyer including reasonable Legal Expenses.

17. **FEES:** Fees for the preparation of the Deed, that portion of Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording and Transfer Taxes are covered in the appropriate jurisdictional addendum.)

18. **BROKERS' COMPENSATION:** Parties irrevocably instruct Settlement Agent to pay Listing Broker Compensation and/or Buyer Broker Compensation ("Brokers' Compensation") at Settlement as set forth in the Parties' respective brokerage representation agreements and this Contract.

19. **ADJUSTMENTS:** Proratable charges, including but not limited to, rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium/cooperative unit owners' association and/or homeowners' association regular periodic assessments, are to be adjusted to Settlement Date. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. Taxes are to be adjusted according to the information provided by the collector of taxes. If a loan is assumed, interest will be adjusted to Settlement Date and Buyer will reimburse Seller for any existing escrow accounts.

20. **DISPUTES:** In the event of any dispute between Seller and Broker and/or Buyer and Broker resulting in Broker or any agents, subagents or employees of Broker being made a party to such dispute, including but not limited to, any litigation, arbitration, or complaint and claim before the applicable Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker and any agents, subagents and employees of Broker harmless from any liability, loss, cost, damage or expense (including but not limited to, filing fees, service of process fees, transcript fees and Legal Expenses), resulting therefrom, provided that such dispute does not result in a judgment or decision against Broker, Broker agents, subagents or employees for acting improperly.

21. **LEGAL EXPENSES:**

A. In any action or proceeding between Parties based, in whole or in part, upon the performance or non- performance of the terms and conditions of this Contract, including but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable Legal Expenses from the other party as determined by the Court or arbitrator.

B. In the event a dispute arises resulting in Broker (as used in this paragraph to include any agent, subagent or employee of Broker) and/or Settlement Agent being made a party to any litigation by Parties, the party who brought Broker and/or Settlement Agent into litigation shall indemnify Broker and/or Settlement Agent for all reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker and/or Settlement Agent.

22. <u>PERFORMANCE:</u> Delivery of the required funds and executed documents to Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

23. <u>SELLER RESPONSIBILITY:</u> Seller shall keep existing mortgages free of default through Settlement. All violations of requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at Settlement, shall be complied with by Seller and the Property conveyed free thereof.

24. <u>DEFAULT:</u> Parties agree to perform at Settlement in accordance with the terms of this Contract. Failure to do so constitutes a breach hereof. If Buyer fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Buyer will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Buyer's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Parties, Listing Company may accept and Seller agrees to pay Listing Company one-half of the Deposit in lieu of the Listing Broker Compensation, (provided Listing Company's share of any forfeited Deposit will not exceed the amount due under the listing agreement).

If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including without limitation, reasonable Legal Expenses, incurred by the other party in the litigation. Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct. Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and Parties will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the Broker Compensation in full, as well as the costs incurred for the title examination, Appraisal, and survey.

25. <u>DISCLOSURES TO THE PARTIES:</u> Parties should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. By signing this Contract, Parties have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract. Further, Brokers or any agents, subagents or employees of Broker, and Settlement Agent do not assume any responsibility for the performance of this Contract by any or all parties hereto. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Parties are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters. The following provisions disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. Broker or any agents, subagents or employees of Broker, and Settlement Agent make no representations nor assume any responsibility with respect to the following:

A. PROPERTY CONDITION Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: condition of real or personal property, water quality and quantity (including but not limited to, lead and other contaminants); sewer or On-Site Sewage Disposal System ("Septic"); public utilities; soil condition; flood hazard areas; airport or aircraft noise; roads or highways; and construction materials and/or hazardous materials, including without limitation, flame-retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective Chinese drywall, asbestos and lead- based paint. Information relating to these issues may be available from appropriate government authorities.

B. LEGAL REQUIREMENTS All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing, agreed to by all parties to the Contract, and delivered to all parties for such changes to be enforceable.

C. FINANCING Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract.

D. **BROKER** Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Brokers' Compensation, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure.

E. **PROPERTY TAXES** The property tax bill could substantially increase following Settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where the Property is located.

F. **TITLE INSURANCE** Buyer may, at Buyer's expense, purchase owner's title insurance. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by the extent of its coverage. Buyer may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Buyer's Lender(s), if any, and Settlement Agent, Parties require that enhanced rates be quoted. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.

26. **<u>ASSIGNABILITY:</u>** This Contract may not be assigned without the written consent of Parties. If Parties agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

27. **<u>FOREIGN INVESTMENT TAXES – FIRPTA:</u>** Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars ($300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars ($300,000.00) and the property will not be owner occupied, and (b) seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event Seller is a foreign person (as described above), the Seller will be subject to the withholding provisions of FIRPTA. If Seller is not a foreign person, Seller agrees to execute an affidavit to this effect at Settlement.

28. **<u>DEFINITIONS:</u>**

A. "Appraisal" means a written appraised valuation of the Property.

B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.

C. "Business Days", whenever used, means Monday through Friday, excluding federal holidays.

D. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 6 p.m. on the Day specified. For the purpose of review periods related to the Resale Package required to be Delivered from Seller to Buyer per the applicable statute and as required per the Homeowners Association, Condominium, and/or Cooperative documents, the first Day will be the Day following Delivery and the time period will end at 11:59:59 p.m. on the Day specified in the appropriate Addendum.

E. If Settlement Date falls on a Saturday, Sunday, or legal holiday, then Settlement will be on the prior Business Day.

F. "Date of Ratification" This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required, by all parties, and Delivered to the other party pursuant to the Notices paragraph.

G. The singular includes the plural. "Buyer" means "Purchaser" and vice versa.

H. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including but not limited to, expert witness fees and court reporter fees.

I. "Specified Financing" means the financing as set forth in the financing addendum attached hereto.

J. "Resale Package" means the documents, statements and/or instruments required to be Delivered from Seller to Buyer per the HOA, Condominium and/or Cooperative Disclosure/Resale Addendum attached hereto.

29. **<u>NOTICES AND DELIVERY:</u>** "Notice" means a unilateral communication from one party to another. All Notices required under this Contract will be in writing. Notices to Seller shall be effective when Delivered to Seller or Seller's Agent named in the Contract or that Agent's supervising manager. Notices to Buyer shall be effective when Delivered to Buyer or Buyer's Agent named in the Contract or that Agent's supervising manager.

"Delivery" means sent by wired or electronic medium which produces a tangible record of the transmission (such as fax or e-mail which includes an attachment with an actual copy of the executed instruments being transmitted), hand carried, sent by overnight delivery service or U.S. Postal Service 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 Service mailing, Delivery will be deemed to have been made on the third Business Day following the mailing, unless earlier receipt is acknowledged in writing.

Delivery of Resale Package **MUST** be made directly to Buyer. Delivery to Buyer's Agent **DOES NOT** constitute Delivery from Seller to Buyer. Resale Package may be Delivered by Seller or Seller's Agent through an electronic link provided by the management association for purposes of Delivery as may be required in a separate addendum.

30. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via fax or as a PDF attachment to an email will also be considered as originals. Typewritten or handwritten provisions included in this Contract will supersede all pre-printed provisions that are in conflict.

31. **VOID CONTRACT:** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.

32. **ENTIRE AGREEMENT:** This Contract will be binding upon the Parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive delivery of the Deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the Parties and the Parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

****

For informational purposes only:

Date of Ratification (see DEFINITIONS)

____

Seller's Address ____________________ Buyer's Address ____________________

Seller's Email Address ____________________ Buyer's Email Address ____________________

Seller's Telephone Number ____________________ Buyer's Telephone Number ____________________

Listing Company's Name and Address: ____________________

Selling Company's Name and Address: **Compass**, **1004 King St, Alexandria, VA Alexandria**

Office # ____________________ Office # **(703)362-3221**

Agent Name ____________________ Agent Name **Allison Goodhart DuShuttle**

Agent Cell # ____________________ Agent Cell # **(703)362-3221**

Agent Email Address ____________________ Agent Email Address **contracts@thegoodhartgroup.com**

Agent License # ____________________ Agent License # **SP98369893**

Broker License # ____________________ Broker License # **BR723128**

Team Leader/Agent ____________________ Team Leader/Agent **Susan Westbrook** bright MLS

MLS Disclosures and Residential Seller/Landlord Options

Broker/Agent:______________________________ **Client:**______________________________ **Date:** ___/___/___

☐ **Seller Client** ☐ **Buyer Client** **Address:**______________________________

WHAT IS BRIGHT MLS?

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright's multiple listing service (MLS). For more information, go to www.brightmls.com/open.

HOW DOES BRIGHT WORK?

Impartial Cooperation Among Agents and Brokers. Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

Open, Transparent Access to Information. You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

What do I need to know about broker fees?

What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. ***Those amounts are not set by law, trade association, or Bright; they are fully negotiable.***

Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees.

If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

Client Initials to Acknowledge Understanding the Above: _____ _____

As the seller/landlord, how will my broker use Bright to market my home?

1: When will your broker allow potential buyers/renters to learn about the property? ___/___/____ (date)
Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers (or renters) to learn about the property.

2: How will your broker use Bright? (Initial one applicable option)

_____**2-A. Use Bright to share my home's information with the open market (Internet: Yes)**
Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____**2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)**
Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

_____**2-C. My home is ready for marketing, but will be ready for showings beginning on** ___/___/____(date)
The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also check one:* **Internet:[ ] Yes [ ] No**

_____**2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.**
Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

Bright subscribers complete this form with each client no later than signing a representation agreement.
If you reconsider any selection, update this form with your broker. Maintain a copy for your records.

Jurisdictional Disclosure and Addendum for Montgomery County

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

Seller: ____
Address: ____ Unit # _____________
City: ______________________________________ State: _____________ Zip: ____________

PART I – SELLER DISCLOSURE:

The information contained in this Disclosure was completed by and is the representation of Seller. This Disclosure will become part of the Contract. The content in this form is not all-inclusive, and Paragraph headings are for convenience and reference only, and in no way define or limit the intent, rights or obligations of Parties. Web site addresses and other contact information may change and should not be relied upon for accuracy. 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
- Maryland-National Capital Area Park and Planning Commission ("M-NCPPC"),
  2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4605. 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
- State Department of Assessments & Taxation (SDAT), 700 East Pratt Street, 2nd Floor, Suite 2700, Baltimore, MD, 21202
  Main Telephone Number: 410-767-1184. Website: https://dat.maryland.gov/realproperty/Pages/default.aspx

1. **DISCLOSURE/DISCLAIMER STATEMENT: Pursuant to Maryland Code, Real Property Article §10-702 (the "Act"),** Seller shall provide either a disclosure or disclaimer to Buyer using the Maryland Residential Disclosure and Disclaimer Statement unless exempt.

   Is Seller exempt from the requirements of the Act?

   ☐ **Yes** (Specify reason for exemption: ________________________)
   ☐ **No** (Maryland Residential Property Disclosure or Disclaimer Statement must be attached and provided to Buyer on or before entering into Contract).

2. **SMOKE DETECTORS: Pursuant to Maryland Code, Public Safety Article §9-104(d)(1),** ALL smoke alarms must be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed, tamper resistant units incorporating a silence/hush button and long-life batteries. **Pursuant to Montgomery County Code §22-96**, Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. In addition**, Maryland Code, Real Property Article §10-706** 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. **RADON DISCLOSURE: Pursuant to Montgomery County Code § 40-13C**, Seller of a "Single-family Home", unless exempt, is required to provide Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit Buyer to perform a radon test. Regardless, a radon test MUST be performed and both Seller and Buyer MUST receive a copy of the radon test results. For details: https://www.montgomerycountymd.gov/department-environmental-protection/property-care/air-quality-law/indoor-air-quality/radon-buying-building-home. A "Single-family Home" is defined as 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 cooperative housing corporation. **If Buyer elects not to or fails to perform a radon test, Seller is mandated to perform the test and provide the results to Buyer on or before Settlement Date. NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.**

   Exemptions:
   A. Property is NOT a "Single-family Home"
   B. Transfer is an intra-family transfer under **Maryland Code, Tax Property Article §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 results pursuant to **Montgomery County Code §40-13C** unless the Contract includes a radon contingency.

4. **CARBON MONOXIDE DETECTORS: Pursuant to Montgomery County Code §26-8A,** the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage must have carbon monoxide detection and warning equipment. Carbon monoxide alarms or detectors must:

    1) be installed outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
    2) be on every occupiable level of a dwelling unit, including basements; and
    3) be located on the wall, ceiling or other location as specified in the manufacturer's published instructions that accompany the unit; and
    4) be installed and maintained under NFPA 720.

5. **UNDERGROUND STORAGE TANK ("UST"): Pursuant to Maryland Code, Real Property Article §10-702(e)(2)(vii),** information about USTs must be included in the Maryland Residential Property Disclosure and Disclaimer Statement. For information regarding USTs, visit: https://mde.maryland.gov/programs/land/OilControl/Pages/usthome.aspx

    Has Property ever contained a UST ? ☐ Yes ☐ No ☐ Unknown.
    If yes, is it still in operation: ☐ Yes ☐ No ☐ Unknown.
    If not in operation, explain when, where and how it was abandoned, closed or removed: ____________________________________
    ____

6. **MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program, any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements and registration may be obtained at: https://mde.maryland.gov/programs/land/leadpoisoningprevention/pages/index.aspx. If Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, the Maryland Lead Poisoning Prevention Program Disclosure form must be completed.

7. **PRIVATE WATER SUPPLY SYSTEM ("Well"):** Property is served by a Well. ☐ **YES** ☐**NO** If yes, Private Water Supply System ("Well") Inspection Addendum shall be incorporated into Contract.

8. **ON-SITE SEWAGE DISPOSAL SYSTEM ("Septic"):** Property is served by Septic. ☐**YES** ☐ **NO** If yes, GCAAR On-Site Sewage Disposal System ("Septic") Inspection Addendum shall be incorporated into Contract.

9. **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 Buyer may become liable which do not appear on the attached property tax bills? ☐ Yes ☐ No
    If yes, **EITHER** ☐ 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 Property in the future. For WSSC FFBC information: https://my.wsscwater.com/FFBenefitCharges/benefits/charges/ffbenefitsCharges.faces

    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**.

NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES
Pursuant to Maryland Code, Real Property Article, §14-117(a)(5)

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.

Pursuant to Maryland Code, Real Property Article §14-117(b)(3), if a Seller subject to the above 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, Seller shall be liable to Buyer for the full amount of any open lien or assessment not disclosed, unless Seller was never charged a fee or assessment.

10. **<u>AVAILABILITY OF WATER AND SEWER SERVICE</u>: Pursuant to Montgomery County Code §40-10A,** Seller must disclose to Buyer whether Property is connected to a public water and sewer system and, if not, the source of potable water, information about an individual sewage disposal system and various additional water and sewer information as referenced below.

   A. **<u>Existing Water and Sewer Service</u>:** For information on existing water and sewer service, review Seller's water bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
   B. **<u>Well and Septic Locations</u>:** For information on well and septic locations, contact the **Department of Permitting Services "DPS", Well and Septic**, or visit http://permittingservices.montgomerycountymd.gov/DPS/general/Home.aspx. For well and/or septic field locations, visit: https://storymaps.arcgis.com/stories/67d050a06148483b987ba0d695a48bdf , 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.
   C. **<u>Water and Sewer Service Area Categories</u>:** To confirm service area category, email the **Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division at** waterworks@montgomerycountymd.gov or visit https://www.montgomerycountymd.gov/DEP/water/clean-water-montgomery/watershed/watershed-planning.html

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: ____

Sewer: Is the Property connected to public sewer system?☐ Yes ☐No
If no, answer the following questions:
Has it been approved for connection to public sewer?☐ Yes ☐ No ☐ Do not know-
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: ____

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) ____.

Recommendations and Pending Amendments (if known):
The applicable master plan contains the following recommendations regarding water and sewer service to the Property: ____.
The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: ____.

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.

Buyer acknowledges that, prior to signing the Contract, Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, Buyer should consult the County Planning Board, the Washington Suburban Sanitary Commission, the County Department of Environmental Protection, or any appropriate municipal planning or water and sewer body.

____ Buyer

____ Buyer

11. **<u>ENERGY EFFICIENCY DISCLOSURE NOTICE</u>: Pursuant to Montgomery County Code § 40-13B**, before signing a contract for the sale of a single-family attached or detached residential building, including condominiums, Seller must provide Buyer with the following:

   A. material approved by the Department that gives information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following website for this information: https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf;
   B. copies of the electric, gas, and home heating oil bills or cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months. If the seller did not occupy the single-family home for the entire prior 12 months, the seller must provide the buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

Has Property been owner-occupied for any part of the immediate prior 12 months? ☐ **Yes** ☐ **No**
If **yes,** Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for Property for the period of time that Property was owner-occupied. **Seller may use GCAAR Utility Cost and Usage History Form** to disclose the utility costs and usage history.

12. **SPECIAL PROTECTION AREAS ("SPA"): Pursuant to Montgomery County Code § 40-12**, if any real property is located in an area designated as a Special Protection Area, Seller must disclose that fact to each Buyer before Buyer signs a contract for sale. Refer to montgomeryplanning.org/planning/environment/water-and-wetlands/special-protection-areas/ for explanations of the "SPA" legislation and a map detailing protected areas. To determine if Property is located within the boundaries of a "SPA," visit https://mcatlas.org/viewer/ ,type in the address, then select Special Protection Areas from the menu along the left side of the screen to turn on that GIS layer.

A. 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.

B. Pursuant to Montgomery County Code of Regulations 19.67.01.02, a Special Protection Area ("SPA") means a geographic area where:

i. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;

ii. 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:

a. a land use plan;
b. the Comprehensive Water Supply and Sewer System Plan;
c. a watershed plan; or
d. a resolution adopted after at least fifteen (15) days' notice and a public hearing.

Buyer acknowledges that Seller has disclosed to 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**

13. **NOTICE CONCERNING AGRICULTURAL RESERVE DISCLOSURE: Pursuant to Montgomery County Code §40-12B**, if Property is located in, adjoins or confronts an area that is zoned agricultural, as defined in Section 59-C-9.1, Seller must disclose to Buyer before Buyer signs contract that existing County and State law is intended to discourage owners of real property adjacent to agricultural zoned from filing certain lawsuits against an owner or operator of an agricultural use in those areas. For additional information: https://www.montgomerycountymd.gov/office-agriculture/ag-reserve.

Is the Property subject to the Agricultural Reserve Disclosure Notice requirements? ☐ **Yes** ☐ **No.** If yes, **Agricultural Reserve ("AR") Zone Disclosure Notice is hereby provided and shall be incorporated into Contract.**

14. **FOREST CONSERVATION LAWS:**

A. **Forest Conservation Law: Pursuant to Montgomery County Code Chapter 22A**, Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on Property is subject to the requirements of the Forest Conservation Law. In order to assure compliance with the law, 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 forest, obtaining a grading or sediment control permit, or developing Property. Further, Seller represents and warrants that no activities have been undertaken on 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 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 Property under Forest Conservation Law requirements. If Property is encumbered by any such easement or plan, a copy of the plat or recorded document ☐ **is** ☐ **is not** attached.

15. **NOTICE CONCERNING CONSERVATION EASEMENTS: Pursuant to Maryland Code, Real Property Article §10-705**, sellers of property encumbered by one or more conservation easements shall provide certain disclosures to potential buyers on or before entering into a contract for sale. Is Property subject to a Conservation Easement? ☐ **Yes** ☐ **No** If yes, **GCAAR Conservation Easement Addendum is hereby provided**. For more information on Conservation Easements, see: https://dnr.maryland.gov/met/pages/land_conservation.aspx.

16. **<u>HISTORIC PRESERVATION</u>: Pursuant to Montgomery County Code § 40-12A**, if any real property:
   A. has been designated as a historic site in the master plan for historic preservation;
   B. is located in an area designated as a historic district in that plan; or
   C. is listed as a historic resource on the County locational atlas of historic sites, seller must disclose that fact to each prospective buyer before buyer signs a contract for sale.

Property status may be checked with the **Montgomery County Historic Preservation Commission** at (301-563-3400) or visit http://www.montgomeryplanning.org/historic/index.shtm, 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.

Has the Property been designated as an historic site in the master plan for historic preservation? ☐Yes ☐No
Is the Property located in an area designated as an historic district in that plan? ☐Yes ☐No
Is the Property listed as an historic resource on the County location atlas of historic sites? ☐Yes ☐No
Seller has provided the information required by Montgomery County Code Sec 40-12A, and Buyer understands that special restrictions on land uses and physical changes may apply to Property and Buyer may obtain more information about these restrictions from the staff of the County Historic Preservation Commission.

_______________________________ **Buyer** _______________________________ **Buyer**

17. **<u>PROPERTY TAXES</u>: Pursuant to Montgomery County Code § 40-12C**, Seller must disclose the estimated full-year property tax and non-tax fees or charges ("Estimated Property Tax") that a buyer would be obligated to pay in the next full tax year after the property is transferred.

   A. **<u>Current Tax Bill</u>: SELLER MUST ATTACH 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. **<u>Estimated Property Tax and Non-Tax Charges</u>: SELLER MUST ATTACH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE NEXT FULL FISCAL YEAR OF OWNERSHIP.** Information relative to this estimate, including how it was calculated and its significance to Buyer, may be obtained at www.montgomerycountymd.gov/estimatedtax.

18. **<u>TAX BENEFIT PROGRAMS</u>:** Property may currently be under a tax benefit program that has deferred or recapture taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program.

   A. **<u>Forest Conservation and Management Program</u>:** Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement ("FCMA") may be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA? ☐**Yes** ☐ **No**. If yes, Parties shall specify whether Buyer or Seller is responsible to pay such taxes in Part II, Paragraph 2 of this Disclosure/Addendum.

   B. **<u>Agricultural Programs</u>:**
      i. **Pursuant to Maryland Code, Tax-Property Article § 13-301 et seq.**, Buyer is hereby notified that a property assessed for agricultural use may be subject to a State of Maryland agricultural transfer tax.
      ii. Is Property subject to State agricultural transfer taxes? ☐**Yes** ☐ **No** If yes, Parties shall specify whether Buyer or Seller is responsible to pay such taxes in Part II, Paragraph 2 of this Disclosure/Addendum. Confirm if applicable to this Property at https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx.
      iii. **Pursuant to Montgomery County Code §§ 40-12B and 52-30,** Buyer is hereby notified that a property assessed for agricultural use may be subject to a Montgomery County agricultural transfer tax.
      iv. Is Property subject to Montgomery County agricultural transfer taxes? ☐ **Yes**☐ **No** If yes, **pursuant to Montgomery County Code § 52-30(b)(1)**, Seller shall be responsible to pay such taxes in Part II, Paragraph 2 of this Disclosure/Addendum. Confirm if applicable to this Property at: https://www.montgomerycountymd.gov/office-agriculture/faq

   C. **<u>Homestead Property Tax Credit</u>:** Is Seller receiving the MD Homestead credit? ☐ **Yes** ☐ **No**
   D. **<u>Homeowner's Property Tax Credit</u>:** Is Seller receiving the MD Homeowners Tax Credit? ☐**Yes** ☐ **No**
   E. **<u>Other Tax Benefit Programs</u>:** Does Seller have reduced property taxes from any other government program? ☐**Yes** ☐**No**. If yes, explain: ____.

19. **<u>MONTGOMERY COUNTY MUNICIPALITIES AND SPECIAL TAXING DISTRICTS</u>:** This Property may be located in a municipality, town, city or district that has its own disclosure, building and other requirements. Parties are advised to determine which municipality, town, city or district Property is located and contact the appropriate authority. Further information may be obtained by contacting staff and websites of appropriate municipalities: https://www.montgomerycountymd.gov/DPS/municipalities.html.

☐ Property is located in the City of Takoma Park.	**Form – City of Takoma Park, Maryland Disclosures (1357)** must be attached.
☐ Property is located in Town of Garrett Park.	**Form – Town of Garrett Park Disclosure (GDP)** must be attached.
☐ Property is located in Town of Chevy Chase.	**Form – Town of Chevy Chase, Maryland Disclosures (TCCD)** must be attached.
☐ Property is located in Town of Somerset.	**Form – Town of Somerset, Maryland Disclosures (TSD)** must be attached.

20. **DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT: Pursuant to Montgomery County Code § 14-17**, Seller of real property located in an existing or proposed Developmental District must disclose to any buyer during the life of any Development District: 1) the amount of any special assessment, special tax, fee, or charge the buyer must pay; or 2) if that amount cannot readily be determined, a method of calculating the amount in sufficient detail to enable a buyer to estimate the maximum amount the buyer will pay currently and during the life of the district. If this information is not provided, a real estate contract is voidable at the option of the buyer before the date of settlement and the buyer may also claim damages. 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, including maps of existing and proposed Development Districts, can be viewed at https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607.

Seller shall choose one of the following:

☐ **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 amounts to or will not exceed $_______each year. As of _________________________ (date of each scheduled or expected increase), the assessment or tax is scheduled to increase to $__________. For further information on this assessment or tax, the buyer can contact the County Department of Finance at 240-777-8860 or montgomerycountymd.gov/finance.

OR

☐ **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. As of the date of execution of this disclosure, the special assessment or special tax on this property amounts to or will not exceed $_______each year. As of _________________________ (date of each scheduled or expected increase), the assessment or tax is scheduled to increase to $__________________. If unknown, the estimated maximum special assessment or special tax is $_____________ each year For further information on this assessment or tax, the buyer can contact the County Department of Finance at 240-777-8860 or montgomerycountymd.gov/finance.

OR

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

21. **MARYLAND NON-RESIDENT SELLER:** Except as otherwise provided, **Maryland Code, Tax-General Article §10-912** requires that if the Property is not Seller's principal residence, and Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of Seller proceeds may be withheld at Settlement and paid to the State of Maryland towards a potential capital gains tax liability.
    A. Is Seller a Maryland Resident or Resident Entity? ☐ **Yes** ☐**No (If "No", continue to B)**
    B. Is Property Seller's principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) AND is currently recorded as such with the State Department of Assessments and Taxation? ☐ **Yes** ☐ **No** For more information see www.marylandtaxes.com.

22. **CONDOMINIUM/COOPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property ☐ **is OR** ☐ **is not** subject to a condominium, cooperative or homeowners association. If applicable, the following required addendum is attached:
    ☐ Condominium Seller Disclosure / Resale Addendum for Maryland
    ☐ Cooperative Seller Disclosure / Resale Addendum for Maryland and District of Columbia
    ☐ HOA Seller Disclosure / Resale Addendum for Maryland
    ☐ Civic Association or Other Association WITHOUT mandatory dues (no addendum required)
    Name of Civic Association or Other Association WITHOUT mandatory dues:____

23. **RECORDED SUBDIVISION PLAT: Pursuant to Montgomery County Code § 40-2,** a buyer shall be provided, prior to entering into a contract, an entire copy of the single recorded plat of subdivision on the subject property. Plats are available online at: www.plats.net or www.mcatlas.org and also at the M-NCPPC or at the Judicial Center, Room 2120, 50 Maryland Avenue, Rockville, MD (240-777-9477). **Seller shall be subject to penalties for failure to provide recorded subdivision plat, if one exists.**

Seller shall check **either A, B or C** below. If **A** or **B** is selected, **Buyer** must acknowledge by initialing as appropriate.

☐ A. **Unimproved Lot and New Construction:** If 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.**
Buyer Initials

OR

☐ B. **Improved Lot/Recorded Subdivision Plat:** If 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.**

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

OR

____
Buyer Initials **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 hereby acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale property.**

24. MASTER PLAN DISCLOSURES: A or B required; use A unless Property is in the City of Rockville corporate limits. To determine if Property is within Rockville corporate limits, check: https://maps.rockvillemd.gov/forms/pio/VoterResidency.html

A. **Montgomery County**

Pursuant to Montgomery County Code § 40-10, Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. To view the Montgomery County Planning website: https://montgomeryplanning.org/planning/ **By signing this Addendum, Buyer acknowledges the following:**

1. **Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;**
2. **Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;**
3. **Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and**
4. **Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.**

______________________________ ______________________________
Buyer **Buyer**

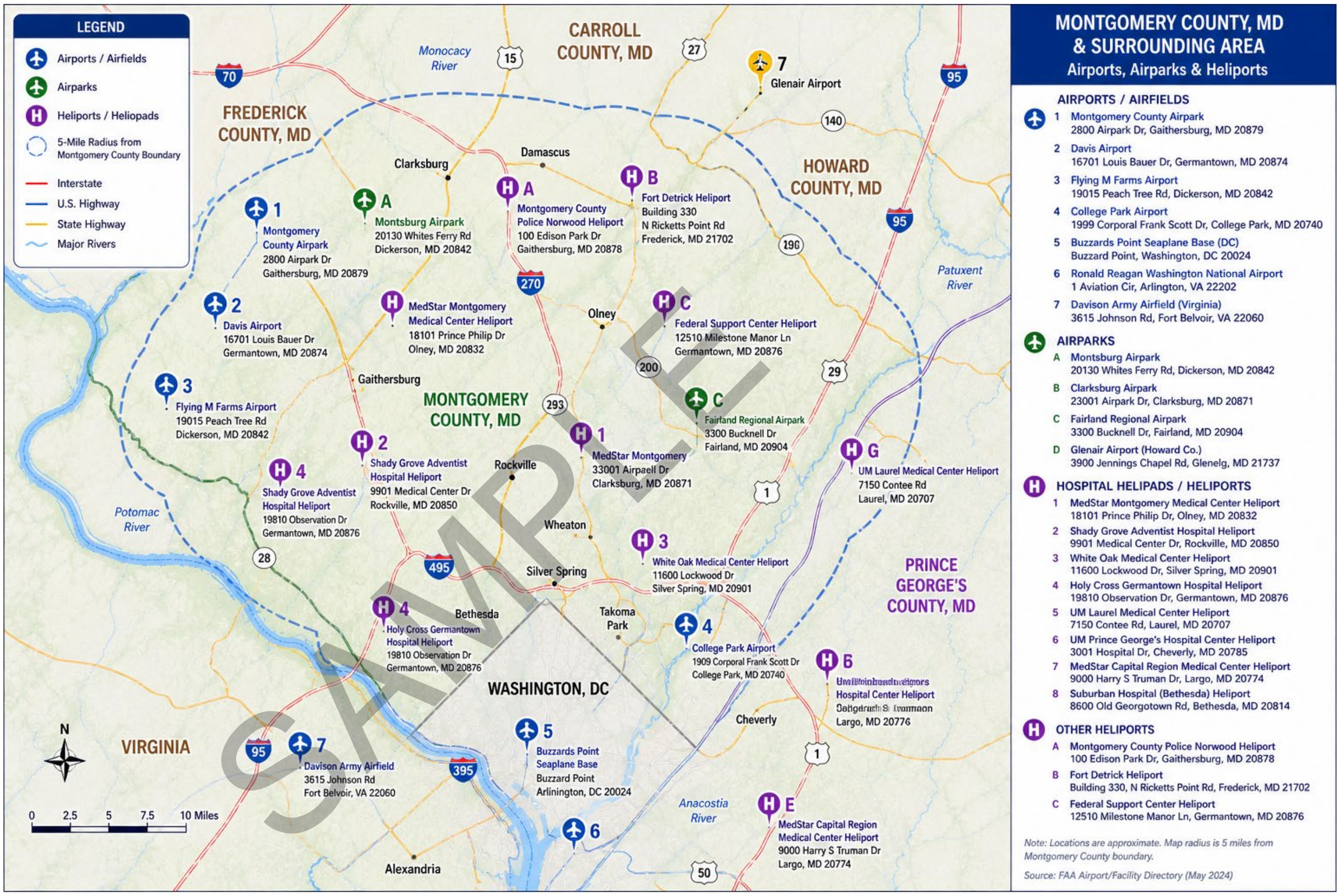
-OR-

B. **City of Rockville**

Buyer acknowledges that Buyer has been afforded, as required by Rockville City Code §7-31, the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate Broker/Licensee has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the Broker/Licensee explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the Broker/Licensee(s) pertaining to the applicable Plan. By signing below, Buyer acknowledges that Buyer has been afforded an opportunity to review the plan.

______________________________ ______________________________
Buyer **Buyer**

25. **<u>AIRPORTS AND HELIPORTS</u>: Pursuant to Montgomery County Code § 40-11**, Seller or Seller agent shall disclose to Buyer the location of any airport or heliport that may be within a five-mile radius of Property. The following is a list of airports and heliports that include those in Montgomery County and the surrounding area. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of May 2024. 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: https://adip.faa.gov/agis/public/#/airportSearch/advanced



26. **<u>SCHOOL BOUNDARY NOTICE</u>: Pursuant to Maryland Code, Real Property Article, §10-712**, Buyer is hereby notified that school boundaries designated for this Property may be subject to change. The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools ("MCPS") system. Buyer is advised to verify current school assignments with MCPS.

27. **<u>TENANCY:</u>** Seller represents that Property ☐ **was OR** ☐ **was not** subject to an existing residential lease or tenancy prior to being offered for sale to the public. If applicable, the required Tenancy Addendum for Montgomery County, Maryland shall be incorporated into the Contract.

28. **<u>GROUND RENT</u>:** Seller represents that Property ☐ **is OR** ☐ **is not** subject to Ground Rent. If applicable, MR Property Subject to Ground Rent Addendum shall be incorporated into Contract.

29. **<u>MODERATELY-PRICED DWELLING UNIT</u>:** Seller represents that Property ☐ **is OR** ☐ **is not** part of the Moderately-Priced Dwelling Unit Program in Montgomery County (**Montgomery County Code §25-A**), the City of Rockville (**Rockville City Code §13.5-8**), or the City of Gaithersburg (**Gaithersburg Code of Ordinances Chapter 24**). If applicable, Seller shall indicate month and year of initial offering: _________________. If initial offering is after March 20, 1989, Parties should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property:

Montgomery County: https://www.montgomerycountymd.gov/DHCA/MPDU/index.html
Rockville: https://www.rockvillemd.gov/services/moderately-priced-dwelling-unit-homeownership-program/
Gaithersburg:https://www.gaithersburgmd.gov/services/housing-services/moderately-priced-dwelling-unit-program

30. **<u>PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE RESCISSION OF CONTRACT:</u> Pursuant to Maryland Code, Real Property Article §§ 7-310 et seq.**, the homeowner of a residence on which any mortgage is at least 60 days in default may

rescind this Contract within 5 days of: a) Contract ratification; OR b) the date on which Parties sign the "Statement About Tenancy" form (1364) if this Contract includes a provision allowing Seller to occupy Property after Settlement, whichever is later. Any provision or other agreement that attempts or purports to waive the homeowners' rights under **§ §** 7-310 et seq. are void. **Seller represents that as of the Date of Ratification, no mortgage on the Property is 60 days or more in default. Seller shall immediately notify Buyer in writing if such a default occurs.**

By signing below, Seller acknowledges carefully examining this form, and that the information is complete, accurate, and current to the best of their knowledge at the time of entering into a contract.

Seller	Date	Seller	Date

Buyer acknowledges that Seller has disclosed to Buyer the information contained in Part I – Seller Disclosure before Buyer executed a contract for the above-referenced Property.

Buyer	Date	Buyer	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 this Contract.

1. <u>TRANSFER AND RECORDATION TAXES</u>: (Select either A or B):

☐ A. **<u>Buyer is NOT a First-Time Maryland Homebuyer</u>**. Buyer is NOT a First-Time Maryland Homebuyer. **Maryland Code, Real Property Article § 14-104(b)** provides that, unless otherwise negotiated in the Contract or provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS: _________________________________.**

☐ B. **<u>Buyer is a First-Time Maryland Homebuyer</u>**.

1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
(a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; **AND**
(b) The Property will be occupied as a principal residence; **OR**
(c) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property **AND** the Co-Maker or Guarantor will NOT occupy the Property as a principal residence.

2) If Buyer is a First-Time Maryland Homebuyer, then:
(a) Under **Maryland Code, Tax Property Article § 13-203(b)**, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by the Seller; **AND**
(b) Under **Maryland Code, Tax Property Article § 14-104(c),** the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise.

Buyer and Seller hereby expressly agree that payment of all recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided below in this subparagraph is completed specifying a different express agreement. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX, SHALL BE PAID AS FOLLOWS:___________________________________.**

<u>Any reduction in the State Recordation Tax resulting from the Buyer's intended use of the Property as a Principal Residence shall have the same allocation between the parties as provided above.</u> (Note: In the event Buyer is a First-Time Maryland Homebuyer and elects to pay all of state recordation tax and local county transfer tax, Seller must still pay the non-waived portion of the state transfer tax.)

2. <u>TAX BENEFIT PROGRAMS</u>:

A. **<u>Forest Conservation and Management Program</u> ("FC&MP").** If Property is under a Maryland Forest Conservation Management Agreement ("FCMA") Property may be subject to transfer fees and/or recapture/deferred taxes due upon transfer. If such transfer fees and/or taxes assessed are due, they shall be p☐d by **Bu☐r or Seller.**

B. **<u>Agricultural Programs</u>**

1) If Property is assessed for agricultural use, it may be subject to a State of Maryland agricultural transfer tax as imposed by **Maryland Code, Tax Property Article § 13-301 et seq.** If so, tax shall be paid at Settlement by
☐ **Buyer or** ☐ **Seller or** ☐ **Other ________.**

2) If Property is subject to State of Maryland agricultural transfer tax and neither Buyer nor Seller is selected to pay said fees and/or taxes then Buyer shall be responsible for all fees and taxes

3) If Property is assessed for agricultural use it may be subject to a **Montgomery County agricultural transfer tax as imposed by § 52-30(b)(1)**. If so, tax shall be paid at Settlement by Seller**.**

3. <u>DEPOSIT</u>: Buyer hereby authorizes and directs Escrow Agent as specified in this Contract to hold the Deposit until Parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Maryland Code, Business Occupations and Professions Article §17-502(b)(1). If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Escrow Agent may charge a fee for establishing an interest-bearing account. Parties instruct Escrow Agent to place all deposit monies in: **(Check One):**
☐ **a non interest-bearing account OR** ☐ an interest-bearing account, the interest on which, in absence of Default by Buyer, shall accrue to the benefit of Buyer.

If Deposit will not be held by a Maryland licensed real estate broker, Parties shall execute a separate written Escrow Agreement that complies with Maryland Code, Real Property Article §10-802 (refer to Escrow Agreement Between Buyer, Seller, and Non-Broker Escrow Agent).

4. **RELEASE OF DEPOSIT:** In accordance with the Deposit paragraph of this Contract, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller and/or Broker only when a "Release of Deposit Agreement" ("Release") has been ratified by Buyer and Seller; as directed by a court order; or pursuant to Maryland Code, Business Occupations and Professions Article §17-505(b). If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the adverse party in the litigation.

5. **HOMESTEAD PROPERTY TAX CREDIT NOTICE TO BUYER: Pursuant to Maryland Code, Real Property Article §14-117(n)**, if you plan to live in this home as your principal residence, you may qualify for the homestead property tax credit. The homestead property tax credit may reduce the amount of property taxes you owe. Required document may be found at: https://dat.maryland.gov/sdat%20forms/homestead_application.pdf For additional information or to apply online, please visit: https://dat.maryland.gov/realproperty/pages/maryland-homestead-tax-credit.aspx.

6. **HOMEOWNER'S PROPERTY TAX CREDIT NOTICE TO BUYER: Pursuant to Maryland Code, Tax-Property Article §9-104**, if you plan to actually reside in the Property and are a disabled veteran or meet certain income guidelines, you may qualify for the homeowner's property tax credit. For additional information or to apply online, please visit: https://dat.maryland.gov/realproperty/pages/homeowners'-property-tax-credit-program.aspx.

7. **PROPERTY TAX NOTICE 60 DAY APPEAL:** If any real property is transferred to a new owner between January 1 and June 30, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer (Settlement Date). Further information about the Assessment Appeal Process can be found at: https://dat.maryland.gov/realproperty/Pages/Assessment-Appeal-Process.aspx.

8. **NOTICES TO BUYER:**
   A. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in Maryland Code, Business Occupations and Professions Article § 17-607. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.
   B. Buyer is advised that if all or a portion of Property is wetlands, approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for Property. Additionally, future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.
   C. Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Maryland Code, Business Occupations and Professions Article § 17-404 in an amount not exceeding $50,000 for any claim.
   D. Notice to Buyer concerning the Chesapeake and Atlantic Coastal Bays Critical Area: As required by Maryland Code, Real Property Article §14-117(d), Buyer is advised that all or a portion of the property may be located in the "critical area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "critical area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of State or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "critical area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries to the head of tide. For information as to whether the Property is located within the critical area, Buyer may contact the local department of planning and zoning, which maintains maps showing the extent of the critical area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington counties do not include land located in the critical area.

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

If using Maryland REALTORS® Residential Contract of Sale, complete Part I and Part II above and the GCAAR form Montgomery County Jurisdictional Addendum to Maryland REALTORS® Residential Contract of Sale must also be attached.

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

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.

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

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)

Rev. 10/1/2019

COMPASS

NOTIFICATION OF DUAL AGENCY WITHIN A TEAM

Under Maryland law, a team that provides real estate brokerage services must consist of two or more associate brokers or salespersons, or a combination of the two, who:

1. work together on a regular basis;
2. represent themselves to the public as being part of one entity; and
3. Designate themselves by a collective name such as "team" or "group."

The team operates within a brokerage, and team members are supervised by a team leader as well as by the broker, and, if they work in a brokerage branch office, by the branch office manager.

The law permits one member of a team to represent the buyer and one member to represent the seller in the same transaction only if certain conditions are met. If both parties agree, the **broker** of the real estate brokerage with which the salespersons or associate brokers are affiliated or the **broker's designee** (the "dual agent") shall designate one team member as the intra-company agent for the buyer and another team member as the intra-company agent for the seller. No one else may make that designation.

The law also requires that the buyer and seller each be notified in writing that the two agents are members of the same team, and that the team could have a financial interest in the outcome of the transaction in addition to any financial benefit obtained by selling one of the broker's own listings. THIS FORM CONSTITUTES YOUR NOTICE OF THOSE FACTS.

Dual agency may occur only if both parties consent to it, and sign the Consent for Dual Agency form prescribed by the Maryland Real Estate Commission. If you have concerns or questions about being represented by a team member when another team member represents the other party, you should address these to the broker or branch office manager before signing the Consent for Dual Agency form.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE
I/we acknowledge receipt of the Notification of Dual Agency within a Team.

____ Date: _________________

____