



Listing Agreement for Improved Real Property and Co-operatives

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

Property Address: _____ Unit: _____

Subdivision: _____

Project: _____

City: _____ State: _____ Zip: _____

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

Parking Space(s) # _____ Storage Unit(s) # _____

1. **SELLER** (List all Sellers): _____

Mailing address, if different: _____

Office Telephone: _____ Home Telephone: _____

Cell Phones: _____ / _____

Email Addresses: _____ / _____

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

2. **LISTING BROKER: Compass Real Estate** _____ Bright MLS Broker Code & Office ID: **COMPS8**

Office Address: **1004 King St, Alexandria, VA 22314**

Office Telephone: **(703)277-2152** Listing Broker/Supervising Manager Name: **Stephanie White**

Listing Agent: **Allison Goodhart** License #: _____

Cell Phone: _____ Direct Line: _____ Email: **Contracts@thegoodhartgroup.co**

3. **PURPOSE:** This agreement ("Agreement") establishes

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

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

5. **LISTING PERIOD:** This Agreement commences when signed and expires at 11:59 pm on _____ ("Listing Period"). If a sales contract is ratified before this Agreement expires, providing for settlement beyond Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract. For Maryland properties, pursuant to Maryland Code, Real Property Section 14-903, this agreement may not be longer than one year in duration.

6. **ENTRY INTO BRIGHT MLS:**

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

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

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

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

Listings are either marketed publicly or with limitations.

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

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

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

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

- A. **Listing Broker Compensation:** Seller agrees to pay Listing Broker ☐ 6.000 % of the sales price OR ☐ \$ _____; ("Listing Broker Compensation"). Listing Broker Compensation shall be earned and payable as follows:

- 1) In the event Seller enters into a sales contract during the Listing Period, with any buyer, regardless of how buyer is procured, provided the buyer performs and settles on said contract.
- 2) Listing Broker Compensation shall be paid if Property is sold, exchanged, conveyed, or otherwise transferred within 90 days after the expiration of Listing Period or termination of this Agreement ("Protection Period") unless a valid listing agreement is entered into during Protection Period with another licensed real estate broker.
- 3) Listing Broker Compensation is due at settlement.
- 4) Should Seller fail to perform or is otherwise in default of the sales contract or executes a release of the sales contract to which Listing Broker is not a party, Listing Broker Compensation is due no later than the agreed settlement date.

- B. **Broker Service Fee:** Seller agrees to pay additional Listing Broker Compensation of \$ **495.00** at settlement.

- C. **Additional Listing Broker Compensation for Unrepresented Buyer:** Should Seller contract with a Buyer not represented by a Buyer Broker, Seller hereby agrees to pay Listing Broker ☐ _____ % of the sales price OR ☐ \$ _____ in addition to Listing Broker Compensation. Payment of additional Listing Broker Compensation due at Settlement.

D. **Optional Seller-Paid Buyer Broker Compensation:**

1. Prospective buyers may retain a broker who represents their interests only (Buyer Broker). Seller has the option to agree to pay some or all of the compensation of Buyer Broker, which will be payable upon settlement ("Buyer Broker Compensation"). Buyer Broker Compensation is negotiable and will be determined by a ratified sales contract.
2. Seller ☐ **authorizes** OR ☐ **does not authorize** Listing Broker to disclose Seller willingness to pay Buyer Broker Compensation.
3. If Seller authorizes Listing Broker to disclose Seller's willingness to pay Buyer Broker Compensation in Paragraph D.2, Seller hereby authorizes Listing Broker to market Seller paid Buyer Broker Compensation in the amount of ☐ _____ % of the sales price OR ☐ \$ _____.

- E. **Forfeiture of Deposit:** If the earnest money deposit ("Deposit") is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Listing Broker may accept and Seller agrees to pay Listing Broker one-half of the Deposit in lieu of a Listing Broker Compensation (provided Listing Broker's share of any forfeited Deposit will not exceed the amount which would have otherwise been due at settlement).

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- F. **Default by Buyer:** If Seller enters into a contract with a Buyer during the original Listing Period, and Buyer subsequently defaults, then the original Listing Period is extended by the number of days Property was under contract.
- G. **Attorney's Fees:** If Listing Broker prevails in any action brought to obtain payment of Listing Broker Compensation, Listing Broker shall also be entitled to recover in such action Listing Broker reasonable attorney's fees and court costs.

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

Maryland

- ☐ Consent for Dual Agency
☐ Dual Agency within a Team

Washington, DC

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

9. **AUTHORIZATIONS:**

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

B. **Key and Lockbox:**

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

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

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

Seller to Initial _____ / _____ **YES** ☒ **NO** ☐

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

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

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

____ / ____

☐☐

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

____ / ____

☐☐

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

- B. During the term of this Agreement, Seller may, by written request to Listing Broker, authorize Listing Broker to enable or disable use of either feature as described above. Listing Broker agrees to promptly transmit the request to the MLS. Listing Broker cannot control if unauthorized or disabled features are displayed by others on the Internet. Seller understands and agrees that public websites determine their own content and use of data, and therefore Listing Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time. Listing Broker is further authorized to and shall market Property through various means including, but not limited to: installing a sign, photographing the interior and exterior of Property and installing a lockbox. Seller authorizes Listing Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Listing Broker discretion, except as otherwise limited by Seller in paragraph 10A. Seller acknowledges that Listing Broker is bound by the bylaws, policies, procedures, rules and regulations governing Bright MLS and the Lockbox system. Seller hereby authorizes Listing Broker to report any contract of sale with sales price and terms of sale to Bright MLS for dissemination, in accordance with rules and policies.

11. **INCLUSIONS/EXCLUSIONS:** Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached Inclusions/Exclusions Disclosure. It is recommended that this disclosure be left at Property or placed online for prospective buyers.

12. **PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:**

- A. **Legal Requirement:** Seller acknowledges that Listing Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.
- B. **Indemnify:** Seller agrees to indemnify, save, and hold Listing Broker and sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.
- C. **Hazardous Materials and Conditions:** There are environmental conditions and hazardous materials that could affect Property and sale. Listing Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Listing Broker, Seller authorizes Listing Broker to make said reports available to prospective buyers.
- D. **Amend as Applicable:** Seller agrees to amend in writing the applicable Disclosures, if any material change affecting Property occurs during Listing Period.

13. **LEAD PAINT REGULATIONS:** A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES. Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

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

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

15. **WOOD-DESTROYING INSECTS:** Seller agrees to provide access to Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.

16. **ENCUMBRANCES/LIENS/OTHER TITLE MATTERS:** Seller represents that no other person or entity owns any portion of Property or has any ownership rights to Property. Seller has the legal capacity to convey clear title and warrants that Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during Listing Period without written notification to Broker.

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

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

Check any/all that apply:

- ☐ A) Property is owned free and clear of any liens/loans or equity lines of credit. Please note that a lien may still exist if there is an equity line of credit even if Seller has no current balance on the equity line.

If checked, skip to G.

- ☐ B) Property is security for a **first mortgage** or Deed of Trust loan, held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____.
☐ C) Property is security for a **second mortgage** or Deed of Trust loan, held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____.
☐ D) Property is security for a **line of credit** or home equity line of credit, held by (Lender or Servicer's Name): _____ with an approximate balance of \$ _____.
☐ E) Seller is in **default** on any of the loans identified in numbered items B, C, and D above for which the Seller has received notices of such default(s), notice of threatened foreclosure or notice of the actual filing of foreclosure.
☐ F) This transaction could result in a **short sale** (in which sale proceeds may not cover all outstanding loans/liens plus transaction costs). If yes, the **GCAAR Short Sale Addendum to Listing Contract must be attached**.
☐ G) There are **liens** filed or secured against Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid Co-operative, Condominium or Homeowners' Association fees/assessments; or utility liens.
☐ H) There are **judgments** against Seller (including each Seller for jointly held property) or Seller has knowledge of any matter that might result in a judgment that may potentially affect Property.
☐ I) Seller has filed for **bankruptcy** protection under United States law, or Seller is contemplating doing so during the term of this Listing Agreement. Seller expressly authorizes Broker to contact bankruptcy attorney to determine the impact of such filing including, but not limited to, if Seller has the authority to enter into this Listing Agreement, if this Listing Agreement must be approved by the Bankruptcy Court, and if any future sales contract requires Bankruptcy Court approval. Seller must immediately notify Broker if Seller files during the term of this Listing Agreement.
☐ J) Property is subject to an **estate**.
☐ K) There is a **deceased co-owner**; a death certificate will be required at settlement.
☐ L) There is a pending **divorce** proceeding; attached is a copy of any Separation Agreement.
☐ M) There are any **other legal proceedings** pending that could result in a judgment against Seller or affect Property, such as: _____
☐ N) Any Seller is a **foreign person for purposes of U.S. income taxation**. See Paragraph 21.B.

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

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17. OWNERSHIP WITH ASSESSMENTS:

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

☐ Condominium

☐ Co-operative

☐ Homeowners Association (HOA)

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

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

20. CLOSING COSTS: Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against Property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.

21. FEDERAL TAXREPORTING/WITHHOLDING:

A. 1099 Reporting: Section 1445 of the Internal Revenue Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement.

B. Foreign Investment Real Property Tax Act Withholding ("FIRPTA"): If Seller is a foreign person for purposes of U.S. income taxation, the IRS requires that a percentage of the sales price be withheld from Seller's proceeds at the time of settlement; those funds are to be applied towards the payment of any capital gains tax that might be due. A foreign person includes, but is not limited to; non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates ("Foreign Person"). Sellers are advised to seek legal and/or financial advice concerning these matters. If Seller is not a Foreign Person, Seller shall execute an affidavit to this effect at the time of settlement.

22. GENERAL PROVISIONS:

A. Laws and Regulations: Seller acknowledges that Listing Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

B. Competing Properties: Seller understands that Listing Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Listing Broker properties that are similar to Seller's Property. Seller consents to Listing Broker representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.

C. Subsequent Offers: Upon receipt by Listing Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.

D. Delivery: Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as fax, email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing.) In the event of overnight delivery service, Delivery will be deemed to have been made on the next business day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business day following the mailing, unless earlier receipt is acknowledged in writing.

E. Notice: This Agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed and initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.

F. Paragraph Headings: The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

G. Definitions: The singular shall include the plural, the plural the singular.

23. AUTHORITY TO DISCLOSE EXISTING OFFERS: Seller is advised that prospective buyers or cooperating brokers may inquire of Listing Broker or Listing Broker agents the existence of other offers for the purchase of Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible or such disclosure could result in the interested buyer electing not to make an offer. Seller hereby ☐ authorizes OR ☐ does not authorize Listing Broker to disclose the existence of other offers on Property in response to inquiries from buyers or cooperating brokers. Such disclosure may include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).

24. HOMEOWNER WARRANTY:

Seller ☐ does OR ☐ does not elect to purchase a homeowner warranty, which may be in effect during the Listing Period and may transfer to the buyer upon settlement. Seller should review the scope of coverage, exclusions and limitations.

Cost not to exceed \$_____. Warranty provider to be _____.

25. BINDING AGREEMENT:

- A. This Agreement contains the entire legally binding Agreement between Seller and Listing Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.
- B. This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.
- C. This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where Property is located.
- D. Seller hereby acknowledges that Seller has read and understands this Agreement, understands Seller may seek legal advice prior to signing it, and acknowledges that all information provided to Listing Broker by Seller is true and correct to the best of Seller's knowledge. Seller hereby acknowledges receipt of a copy of this legally binding Agreement and agrees to be bound by its terms and conditions.

26. TERMINATION:

- A. **DC Properties:** This Agreement may be terminated prior to the end of the Listing Period only by mutual written agreement of the parties.
- B. **Montgomery County Properties:** See required Jurisdictional Addendum to the Listing Agreement.

27. ADDITIONAL TERMS:

_____ Seller	_____ Date	By: _____ Listing Broker/Supervisor Manager Stephanie White	_____ Date
_____ Seller	_____ Date	_____ Listing Licensee	_____ Date

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



DISCLOSURE REGARDING THE COMPASS THREE-PHASED MARKETING STRATEGY

Compass offers a unique **Three-Phased Marketing Strategy**, which gives you multiple opportunities to make a first impression prior to your property being offered on the Multiple Listing Service ("MLS"), if you so choose.

Depending on where you are located, the strategy's benefits may include: (1) Marketing your property without accumulating days on market and price drop history, which may devalue a property in the eyes of buyers; (2) Testing an aspirational price and/or validating a pricing strategy, while signaling that your listing is coming; (3) Using the time for staging, painting, and performing other market preparation while still building buyer demand; (4) Maintaining your privacy by keeping your property's photos and other identifiable information visible to a smaller audience until/if you decide to list on the MLS or put it on compass.com; and (5) The opportunity to create increased buyer demand for when/if the property is offered to a larger audience.

The strategy's phases include:

- (1) Compass Private Exclusive, which markets your property privately to Compass agents and their clients 1:1.
- (2) Compass Coming Soon, which markets your property publicly on compass.com,
- (3) Listing through an MLS to other public sites.

Please initial the option(s) below to advise and instruct Compass how you would like to market your property:

1) Phase 1 - Private Exclusive: _____ I authorize Compass to list my property as a "Compass Private Exclusive" until otherwise instructed in writing. I understand that by listing as a "Compass Private Exclusive", my property will not be publicly advertised through the MLS until after the "Compass Coming Soon" phase or instructed in writing, but will be available to Compass agents, who can share the listing directly with their clients on a one-to-one basis.

2) Phase 2 - Compass Coming Soon: _____ I authorize Compass to list my property as a "Compass Coming Soon" for [check one]: ☐ 1 business day/24 hours (per local rules) or ☐ within the timeframe allowed under the local MLS rules. I understand that by listing the property as a "Compass Coming Soon", the property may or may not be available through the MLS during that period but will be available to anyone on compass.com and Compass may publicly market the property including through digital ads and newsletters. I also understand that, if per local MLS rules the Coming Soon period lasts more than 24 hours/1 business day, certain third party websites, including but not limited to, Zillow and Trulia, may not accept my listing at a later date.

Initial here: _____ I understand that by choosing "Compass Private Exclusive" or "Compass Coming Soon" and not listing my property on the MLS, my property is not distributed to other brokerage firms and other public sites, which could reduce (i) the number of potential buyers who can learn about the property; (ii) the number of showings; (iii) the number of offers; and (iv) the final sale price for the property. I am also aware that I can instruct Compass to submit my property to the MLS at any time. I have been advised that while the property is in this off-MLS phase, I'm not obligated to accept an offer.

3) Phase 3 - Active on MLS _____ I authorize Compass to publicly advertise my property on the MLS and other public sites after utilizing Phase 1 or 2 or both as outlined above.

No Three-Phased Marketing - Direct to MLS _____ I authorize Compass to directly list my property on the MLS and other public sites - I do not wish to list my property as a "Compass Private Exclusive" or "Compass Coming Soon" at this time.

I agree that, if I choose to list my property as a "Compass Private Exclusive" and/or "Compass Coming Soon", I do so for marketing, privacy, security, or other legitimate, nondiscriminatory reasons outlined in this disclosure unrelated to the potential group of buyers' race, color, religion, sex, familial status, national origin, disability, or other characteristics protected by the Fair Housing Act and other civil rights statutes and that Compass must and will follow national, state and local fair housing laws while marketing and selling the property.

Seller

Date:

Seller

Date:

Agent:

Date:

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 circle 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.

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 <u>Compass Real Estate</u> 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 <u>Compass Real Estate</u> , 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 _____

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Washington, DC Disclosure/Confirmation of Dual Representation and/or Designated Representation

(To be attached to the Regional Sales Contractor Lease Agreement whenever
Dual Agency or Designated Representation occurs on a DC transaction.)

With respect to the property located at _____
the undersigned, having previously consented to Dual Agency of the brokerage firm do hereby acknowledge disclosure that:

Compass

(Name of brokerage firm acting as Dual Representative)

represents more than one party to the real estate transaction as indicated below:

☒ Seller(s) and Buyer(s) or ☐ Landlord(s) and Tenant(s)

The Seller(s) or Landlord(s) and the Buyer(s) or Tenant(s) are proceeding with the transaction acknowledging: (choose one below)

☒ **Designated Representation:**

The brokerage firm has assigned Allison Goodhart
(Name of Licensee & License #)
to act as the Designated Representative of the Seller(s) or Landlord(s) and,

The brokerage firm has assigned _____
(Name of Licensee & License #)
to act as the Designated Representative of the Buyer(s) or Tenant(s)

----- OR -----

☐ **Dual Representation**

The Licensee: _____
(Name of Licensee & License #)

And the Brokerage Firm represents more than one party to the contract as indicated above.

	Date		Date
Seller or Landlord		Buyer or Tenant	

	Date		Date
Seller or Landlord		Buyer or Tenant	

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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** _____

Logan Circle 1313 14th Street NW, Washington, DC 20005 | **Georgetown** 1232 31st St NW, Washington, DC 20007 |
Chevy Chase 5471 Wisconsin Ave, Suite 300, Chevy Chase, MD 20815 | **Capitol Hill** 660 Pennsylvania Avenue SE, Suite 300, Washington, DC 20003 |
McLean 6849 Old Dominion Drive, Suite 360, McLean, VA 22101 | **Arlington** 3100 Clarendon Boulevard, Suite 200, Arlington, VA 22201

Inclusions/Exclusions Disclosure and Addendum

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

PROPERTY ADDRESS: _____

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES

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

LAUNDRY

- ☐ Washer
☐ Dryer

ELECTRONICS

- ☐ Security Cameras
☐ Alarm System
☐ Intercom
☐ Satellite Dishes
☐ Video Doorbell

LIVING AREAS

- ☐ Fireplace Screen/Door
☐ Gas Log
☐ Ceiling Fans
☐ Window Fans
☐ Window Treatments

WATER/HVAC

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

RECREATION

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

OTHER

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

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: _____

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

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

Seller _____ Date _____ Seller _____ Date _____

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

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

Seller (*sign only after Buyer*) _____ Date _____ Buyer _____ Date _____

Seller (*sign only after Buyer*) _____ Date _____ Buyer _____ Date _____



COMPASS



Condominium Seller Disclosure/Resale Addendum for the District of Columbia

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

Address _____
 City _____, State _____ Zip _____

PART I – SELLER DISCLOSURE:

1. **SELLER'S ACKNOWLEDGEMENT:** ALL INFORMATION HEREIN WAS COMPLETED BY SELLER. The information contained in this Disclosure is based upon Sellers actual knowledge and belief and is current as of the date hereof.

2. **NAME OF CONDOMINIUM ASSOCIATION:** The Property, which is the subject of this Contract, is subject to the _____ Condominium Association.

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

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

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

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

☐ Water/Sewer ☐ Heat ☐ Electricity ☐ Gas ☐ Other _____

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

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

C. **Delinquency:** Is Seller delinquent on any Fees and/or Special Assessments on the Property? ☐ Yes ☐ No

D. **Future Levies and/or Fee Increases:** Is Seller aware of any future Fee increases or Special Assessments that have been approved by the Association? ☐ Yes ☐ No

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

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

☐ Parking Space #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
 Lot _____ Square _____, Lot _____ Square _____

☐ Storage Unit #(s) _____ ☐ is ☐ is not separately taxed. If separately taxed:
 Lot _____ Square _____, Lot _____ Square _____

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

Name: _____ Phone: _____

Email Address: _____

Address: _____

6. **RESALE PACKAGE:** This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain, at Seller's expense, from the unit owners' association and Deliver to Buyer, on or prior to the tenth (10th) Business Day following the Date of Ratification, a copy of the Condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, DC Condominium Bill of Rights and Responsibilities, certifications and amendments to any of the same) and a certificate setting forth the following:

- A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
- B. If applicable, a statement, which need not be in recordable form, certifying to the unit owners' association's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;
- C. A statement of any capital expenditures approved by the unit owners' association planned at the time of Settlement that are not reflected in the association's current operating budget;
- D. A statement of the status and amount of any reserves for capital expenditures, contingencies, and improvements, and any portion of such reserves earmarked for any specified project by the Condominium board;
- E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available and the current operating budget, if any;
- F. A statement of the status of any pending suits or any judgments to which the unit owners' association is a party;
- G. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners' association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;
- H. A statement that any improvements or alterations made to the Unit, or the limited common elements assigned thereto, by the Seller are not in violation of the Condominium instruments;
- I. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and
- J. The date of issuance of the certificate.

Seller

Date

Seller

Date

PART II - RESALE ADDENDUM:

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

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

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

3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the unit owners' association or Condominium Board of Directors, in the event such approval is denied or such right of first refusal is exercised by such Association or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction therefrom.
4. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of and to be bound by and comply with the covenants and conditions contained in the Resale Package, including the Condominium bylaws and the Condominium rules and regulations, as well as statutory insurance requirements (D.C. Official Code § 42-1903.10), from and after the Settlement Date hereunder.
5. **DELIVERY: 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 shall be Delivered to Buyer at: _____ (Buyer email address) if available electronically **OR** _____ (Buyer mailing address) if only available in hard copy. An additional courtesy copy shall be Delivered to the Buyer's Agent only if contact information is provided herein: _____ (Buyer Agent email address) if available electronically **OR** _____ (Buyer Agent mailing address) if only available in hard copy.
6. **RIGHT TO CANCEL:** Buyer shall have the right until 11:59:59pm on the 3rd Business Day following Buyer's receipt of the Resale Package to cancel this Contract by giving Notice thereof to Seller. In the event that Resale Package is Delivered to Buyer on or prior to Date of Ratification, Buyer shall have the right to cancel until 11:59:59pm on the 3rd Business Day following Date of Ratification. If the Resale Package is not Delivered to Buyer within 10 Business Days following Date of Ratification, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to Buyer's receipt of Resale Package. Pursuant to the provisions of this paragraph, in no event may Buyer have the right to cancel this Contract after Settlement.

Seller (sign only after Buyer) Date

Buyer Date

Seller (sign only after Buyer) Date

Buyer Date



Jurisdictional Disclosure and Addendum to the Sales Contract for District of Columbia
(Required for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated _____, between _____
(Buyer) and _____ (Seller)
for the purchase of the real property located at Address _____
Unit # _____ City _____ State _____ Zip Code _____, Parking Space(s) # _____
Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
Section _____ Subdivision/Project Name _____ Tax Account # _____
is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1301, Seller ☐ **IS**, OR ☐ **IS NOT** exempt from property condition disclosure.

2. HERITAGE TREES: Pursuant to DC Code § 8-651.02(3A), a heritage tree is a tree with a circumference of 100 inches or more. Pursuant to D.C. Code § 8-651.04a there are restrictions, penalties and/or fines that may be levied for removal of Heritage Trees. Seller discloses there ☐ **IS**, OR ☐ **IS NOT**, a Heritage Tree, or trees, on the property.

3. TENANCY: Seller represents that property ☐ **is/was** OR ☐ **is not/was not** subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation" and "any person or persons who, under the terms of a current or expired written lease or other rental agreement, are entitled to occupy the housing accommodation and are liable to the owner for the payment of rent," If applicable, the following required Addendum shall be incorporated into the Contract.

- ☐ Tenancy Addendum for DC (Single-Family Accommodation)
- ☐ Tenancy Addendum for DC (2 to 4 Unit Accommodations)
- ☐ Tenancy Addendum for DC (5 or More Unit Accommodations)

4. CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION: Seller represents that this Property ☐ **is** OR ☐ **is not** subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- ☐ Condominium Seller Disclosure/Resale Addendum for District of Columbia
- ☐ Co-operative Seller Disclosure/Resale Addendum for Maryland and District of Columbia
- ☐ HOA Seller Disclosure/Resale Addendum for District of Columbia

5. UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code §8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: _____

6. PROPERTY TAXES: Future property taxes may change. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <https://otr.cfo.dc.gov/page/real-property-tax-reliefs-credits-and-deductions>.

Seller _____ Date _____ Seller _____ Date _____

PART II. RESALE ADDENDUM

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

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same. ☐ Yes ☐ No

☐ Not applicable

2. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faq>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information. Unless otherwise negotiated, the following will apply:

A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.

B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.

C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: <https://otr.cfo.dc.gov/node/1800536>. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer ☐ is OR ☐ is not applying for the Tax Abatement Program.

D. **First-Time Homebuyer Recordation Tax Credit:** Buyer ☐ is OR ☐ is not a District of Columbia First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1800541>).

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

Seller (sign only after Buyer)

Date

Buyer

Date

Seller (sign only after Buyer)

Date

Buyer

Date

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

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

PROPERTY ADDRESS:

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

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

SELLER'S DISCLOSURE:

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

- ☐ **Known lead-based paint and/or lead-based paint hazards** are present in the housing (explain): _____ **OR**
☐ Seller has **no knowledge of lead-based paint and/or lead-based paint hazards** in the housing.

(B) Records and reports available to the Seller:

- ☐ Seller **has provided Buyer with all available records** and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below): _____ **OR**
☐ Seller has **no reports or records** pertaining to lead - based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

- (C) _____ / _____ Buyer has **read the Lead Warning Statement** above.
 (D) _____ / _____ Buyer has **read Paragraph B** and **acknowledges receipt of copies of any information** listed therein, if any.
 (E) _____ / _____ Buyer has **received the pamphlet Protect Your Family From Lead in Your Home** (required).
 (F) _____ / _____ Buyer has (check one below):
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; **OR**
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

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

(G) _____ responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller _____ Date _____

Buyer _____ Date _____

Seller _____ Date _____

Buyer _____ Date _____

Agent for Seller, if any _____ Date _____

Allison Goodhart

Agent for Buyer, if any _____ Date _____

GCAAR # 907A: Federal Lead
Paint Sales Disclosure -MC &
DC

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2/2016

LEAD-BASED PAINT DISCLOSURE FORM FOR DC REAL ESTATE SALES



Purpose: Inform potential homebuyers of the presence of lead-based paint and related hazards at this property.

This form is required for properties built before 1978. This form must be used in addition to the Federal Lead Disclosure form because the DC Law provides additional protections for the purchaser.

- Housing built before 1978 is presumed to contain lead-based paint.
- Lead from paint, paint chips, and dust may pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
- Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.
- Lead poisoning poses a particular risk to developing fetuses and pregnant women.
DC Law requires the buyer to have this information **before** they decide to rent or purchase the property.

Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER?

You will need the following information to complete this form:

- Copies of any lead-based paint, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years from the date of the most recent signature, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia Lead-Hazard Prevention and Elimination Act of 2008, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35 and 745. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.

IF YOU ARE:

YOU NEED TO:

The property owner

- Complete Sections A and B.
- Provide a copy to the buyer.

The potential buyer

- Carefully review Section B.
- Sign Section C.



SECTION A: PROPERTY OWNER'S SIGNATURE

Property Address:	Unit:	Washington, DC	Zip:
I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports.			
Owner Name:	Signature:		
Owner Name:	Signature:		

SECTION B: INFORMATION ABOUT LEAD-BASED PAINT IN THIS PROPERTY

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there lead-based paint inside or around the property, including common area(s)?

- ☐ Yes, in the following location(s): _____
- ☐ No, I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present.

To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

- ☐ No ☐ Yes, in the following locations(s): _____
For more space attach a summary

Does DC Government have any pending actions related to lead-based paint for this property?

Check all that apply

- ☐ A notice of violation
☐ A notice of lead-based paint hazards
☐ An administrative order to eliminate lead-based paint hazards
☐ Other notices or orders related to lead-based paint. **Please list:** _____
☐ There are no pending actions related to lead-based paint at this property.

Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s) or other appurtenances)?

This includes reports or documents provided to you by a previous or current owner, tenant, property manager, DC Government agency, or contractor.

- ☐ No ☐ Yes **and** I understand I must provide a copy of those documents to the buyer if they ask.

SECTION C: BUYER'S ACKNOWLEDGEMENT

I was provided this form and the *Protect Your Family from Lead in Your Home* pamphlet before I signed a lease or purchase agreement.

- ☐ Yes ☐ No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances) .

Name:	Signature:	Date:
Name:	Signature:	Date:



Seller's Disclosure Statement

Instructions

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. Who must complete the Seller's Disclosure Statement?

The Seller must complete the Statement him or herself (not the broker, management company, condominium association, cooperative association, or homeowners association).

2. The Seller must provide the Seller's Disclosure Statement to the Purchaser for the following transactions:

The Act applies to the following types of transfers or sales of District of Columbia real estate:

- Where the property consists of one to four residential dwelling units;
- The transaction is a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase; and
- The purchaser expresses, in writing, an interest to reside in the property to be transferred.

3. The Seller does not need to complete the Seller's Disclosure Statement for the following transactions:

- Court ordered transfers;
- Transfers to a mortgagee by a mortgagor in default;
- Transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- Transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- Transfers between co-tenants;
- Transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combination of the foregoing);
- Transfer between spouses under a divorce judgment incidental to such a judgment;
- Transfers or exchanges to or from any governmental entity; and
- Transfers made by a person of newly constructed residential property that has not been inhabited.

4. When does the Seller's Disclosure Statement have to be provided to the Purchaser?

In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

5. What information must the Seller disclose?

Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

6. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?

If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- The making of an application for a mortgage loan (if the lender discloses in writing that the right to rescind terminates on submission of the application);
- Settlement or date of occupancy in the case of a sale; or
- Occupancy in the case of a lease with an option to purchase.

7. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?

If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

8. How must a Seller deliver the Seller's Disclosure Statement to the Transferee?

The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

Seller Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure have owned the property from:

To:

The seller(s) completing this disclosure have occupied the residence from:

To:

Property Address:

The property is included in: ☐ Condominium Association ☐ Cooperative ☐ Homeowners association with mandatory participation and fee

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

A. Structural Conditions

1. Roof	☐ Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B)
	Age of Roof: ☐ 0-5 years ☐ 5-10 years ☐ 10-15 years ☐ 15+ years ☐ Unknown
	Does the seller have actual knowledge of any current leaks or evidence of moisture from roof? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any existing fire retardant treated plywood? ☐ Yes ☐ No <i>If yes, please provide comments:</i>

2. Fireplace/ Chimney(s)	Does the seller have actual knowledge of any defects in the working order of the fireplaces? ☐ Yes ☐ No ☐ No fireplace(s) <i>If yes, please provide comments:</i>
	Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced? ☐ Yes ☐ No ☐ No chimney(s) or flue(s) <i>If yes, when were they last serviced or inspected?:</i>

3. Basement	Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? ☐ Yes ☐ No ☐ Not applicable <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any structural defects in the foundation? ☐ Yes ☐ No <i>If yes, please provide comments:</i>

4. Walls and Floors	Does the seller have actual knowledge of any structural defects in walls or floors? If yes, please provide comments:	☐ Yes ☐ No
5. Insulation	Does the seller have actual knowledge of presence of urea formaldehyde foam insulation? If yes, please provide comments:	☐ Yes ☐ No
6. Windows	Does the seller have actual knowledge of any windows not in normal working order? If yes, please provide comments:	☐ Yes ☐ No

B. Operating Condition of Property Systems

1. Heating System	☐ Heating system is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on heating system required; go to section B.1.)		
	Type of System:	☐ Forced Air ☐ Radiator ☐ Heat Pump ☐ Electric Baseboard ☐ Other	
	Heating Fuel:	☐ Natural Gas ☐ Electric ☐ Oil ☐ Other	
	Age of System:	☐ 0-5 years ☐ 5-10 years ☐ 10-15 years ☐ Unknown	
	Does the heating system include a humidifier?	☐ Yes ☐ No ☐ Unknown	
	Does the heating system include an electronic air filter?	☐ Yes ☐ No ☐ Unknown	
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? If yes, please provide comments:	☐ Yes ☐ No	
	Does the seller have actual knowledge of any defects in the heating system? If yes, please provide comments:	☐ Yes ☐ No	
	If installed, does the seller have actual knowledge of any defects with the humidifier or electronic filter? ☐ Yes ☐ No ☐ Not applicable If yes, please provide comments:		
2. Air Conditioning System	☐ Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the air conditioning system is required; go to section B.3.)		
	Type of System:	☐ Central AC ☐ Heat Pump ☐ Window/Wall Unit ☐ Other ☐ Not applicable	
	AC Fuel:	☐ Natural Gas ☐ Electric ☐ Oil ☐ Other	
	Age of System:	☐ 0-5 years ☐ 5-10 years ☐ 10-15 years ☐ Unknown	
	Does the heating system include a humidifier?	☐ Yes ☐ No ☐ Unknown	
	Does the heating system include an electronic air filter?	☐ Yes ☐ No ☐ Unknown	
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? If yes, please provide comments:	☐ Yes ☐ No ☐ Not applicable	
	Does the seller have actual knowledge of any problems or defects in the cooling system? ☐ Yes ☐ No ☐ Not applicable If yes, please provide comments:		

3. Plumbing System	Type of material: (check all that apply) ☐ Copper ☐ Lead ☐ Galvanized iron ☐ Brass ☐ PVC ☐ Plastic polybutelene ☐ Unknown
	Water Supply: ☐ Public ☐ Well
	Sewage Disposal Treatment: ☐ Public ☐ Septic tank ☐ Cesspool ☐ Onsite treatment
	Water Heater Fuel: ☐ Natural gas ☐ Electric ☐ Oil ☐ Other
	Does the seller have actual knowledge of any defects with the plumbing system? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
4. Water System	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? ☐ Yes ☐ No <i>If yes, please provide test results:</i>
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dcwater.com/leadmap , as of August 2019) as a property with a lead water service line on the private property or in public space? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any lead-bearing plumbing, including the water service line servicing the property? ☐ Yes, there is a lead service line servicing the property ☐ Yes, there is lead bearing plumbing on the property ☐ No <i>Comments:</i>
	If there is a lead service line servicing the property, does the seller have actual knowledge that any portion of the lead water service line has been replaced? (Note: This applies to portions of the service line on private property and in public space). ☐ Yes ☐ No ☐ Not applicable <i>If yes, please provide date(s) of replacement(s):</i>
5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? ☐ Yes ☐ No <i>If yes, please provide test results:</i>

C. Appliances and Fixtures

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven	☐ Yes	☐ No	☐ Not applicable
Dishwasher	☐ Yes	☐ No	☐ Not applicable
Refrigerator	☐ Yes	☐ No	☐ Not applicable
Range hood/fan	☐ Yes	☐ No	☐ Not applicable
Microwave oven	☐ Yes	☐ No	☐ Not applicable
Garbage Disposal	☐ Yes	☐ No	☐ Not applicable
Sump Pump	☐ Yes	☐ No	☐ Not applicable
Trash compactor	☐ Yes	☐ No	☐ Not applicable
TV antenna/controls	☐ Yes	☐ No	☐ Not applicable
Central vacuum	☐ Yes	☐ No	☐ Not applicable
Ceiling fan	☐ Yes	☐ No	☐ Not applicable
Attic fan	☐ Yes	☐ No	☐ Not applicable
Sauna/Hot tub	☐ Yes	☐ No	☐ Not applicable
Pool heater & equip	☐ Yes	☐ No	☐ Not applicable
Security System	☐ Yes	☐ No	☐ Not applicable
Intercom System	☐ Yes	☐ No	☐ Not applicable
Garage door opener	☐ Yes	☐ No	☐ Not applicable
& remote controls	☐ Yes	☐ No	☐ Not applicable
Lawn sprinkler system	☐ Yes	☐ No	☐ Not applicable
Water treatment system	☐ Yes	☐ No	☐ Not applicable
Smoke Detectors	☐ Yes	☐ No	☐ Not applicable
Carbon Monoxide detectors	☐ Yes	☐ No	☐ Not applicable
Other Fixtures or Appliances	☐ Yes	☐ No	☐ Not applicable

If yes to any of the above, please describe the defects:

D. Exterior/Environmental Issues

1. Exterior Drainage

Does the seller have actual knowledge of any problem with drainage on the property?

☐ Yes ☐ No

If yes, please provide comments:

2. Damage to Property

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire: ☐ Yes ☐ No
 Wind: ☐ Yes ☐ No
 Flooding: ☐ Yes ☐ No

If yes to any, please provide comments:

3. Wood destroying insects or rodents

Does the seller have actual knowledge of any infestation or treatment for infestations?

☐ Yes ☐ No

If yes, please provide comments:

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

☐ Yes ☐ No

If yes, please provide comments:

4. Other Issues	Does the seller have actual knowledge of any problem with drainage on the property? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge that this property is a D.C. Landmark, included in a designated historic district or is designated a historic property? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Has the property been cited for a violation of any historic preservation law or regulation during your ownership? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property? ☐ Yes ☐ No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge that the property has received a vacant or blighted building exemption? ☐ Yes ☐ No <i>If yes, please state the type of exemption, and when the exemption will expire:</i>

Certification and Signature

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

Seller's Signature

Date

Seller's Signature

Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

Buyer's Signature

Date

Buyer's Signature

Date

THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.

THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.

Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does NOT represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned ☒ Buyer(s)/Tenant(s) or ☐ Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

_____ and **Compass Real Estate**
(Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

☒ **Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

☐ **Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)

☐ **Designated Agent of the** ☐ **Buyer(s)/Tenant(s) or** ☐ **Seller(s)/Landlord(s)**
(Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged Date

Acknowledged Date

Name of Person(s): _____

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

Signed (Licensee) Date

Previous editions of this form should be destroyed.

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.

Why market your home through the MLS?

Nearly every home in the area is in Bright's multiple listing service (MLS) database, which enables agents for buyers and renters an equal opportunity to access up-to-date information about properties for sale and rent. **Nearly every website and app relies on Bright for information about the properties for sale and rent.**

Studies by Bright show that sellers can benefit from homes being marketed through Bright's MLS; nearly all homes that start with restricted marketing off Bright's MLS find a buyer only once marketed through the MLS. Bright's research is available at BrightMLS.com/Research.

- A [2025 study](#) found that homes promoted as "exclusives" took longer to sell and gained no price advantage.
- A [2023 study](#) found that homes not promoted through Bright's MLS sold for less on average than similar homes promoted through Bright's MLS.
- A [2022 study](#) found that homes sold faster when marketed through Bright's MLS, compared with similar homes sold off-MLS.

Does the MLS automatically send my home's information to the Internet?

If privacy is important, your broker can choose in Bright's system not to send your home's information to the Internet and instead make it available only to the area's licensed real estate agents who subscribe to Bright's service. Alternatively, if you're not ready to show your home yet, your broker can choose to make the property "Coming Soon" in Bright's system.

This form instructs your broker *not* to have your property's information shared through Bright's service. *If this is correct, then this form must be signed at the same time as the listing agreement.*

By initialing this form, Seller/Landlord acknowledges:

I am instructing my broker not to market through the MLS and instead to limit marketing to their own network and methods, per my written instruction.

I understand that, by not promoting my home through Bright's multiple listing service (MLS), I am substantially reducing the number of potential buyers/renters and real estate agents who can learn about the property until my home is marketed through Bright's MLS.

By signing below, Seller/Landlord certifies they have read and understand the information in this form.Property address: Seller/Landlord signature: Date: Seller/Landlord signature: Date:

APPENDIX D TO PART 3500
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

TO: _____ **PROPERTY:** _____
Customer Name Street

City, State & Zip

FROM: _____
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.

<u>Provider</u>	<u>Settlement Services</u>	<u>Charge or Range of Charges</u>
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

Service Provider Disclaimer

The Goodhart Group and Compass may refer a service provider to help you, the seller, in this transaction. This referral is not a guarantee or warranty as to the quality, cost and/or timeliness of the services to be provided. Our clients have worked with the vendors on our recommended list in the past and they have come recommended to us. However, the seller is advised to independently investigate all options for service providers and consider whether any service provider will work effectively for your needs. The seller is free to reject any referred service provider for any or no reason.

Below are the responsibilities of the Goodhart Group, the vendor, and you, the client regarding any recommended vendors:

The Goodhart Group Responsibilities:

- Provide an initial punch list with items that need to be updated
- Provide a list of possible contractors
- We will share in advance payment options for the specific vendors
- Perform walkthrough after contractor work is complete and identify any additional items to address

Vendor Responsibilities:

- Provide client invoice for approval before work starts
- Invoices will be sent in a timely fashion to the client

Client Responsibilities:

- Approve Goodhart Group initial punch list
- Interview/choose contractor from Goodhart Group list
- Approve & pay contractor invoices

Signature: _____ Date: _____

Signature: _____ Date: _____

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	Maryland:	
		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.	
		District of Columbia:	
		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."

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



COMPASS



Montgomery County Jurisdictional Addendum to the Listing Agreement (Required for all Listing Agreements in Montgomery County)

The Listing Agreement _____, by and between _____
("Seller") and **Compass** _____ ("Broker") for the property known as _____
_____ is hereby amended
by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Agreement.

1. **AGENCY:**

- A. **Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in "Consent for Dual Agency." Copy attached hereto.
- B. **Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

2. **FAIR HOUSING:** Seller acknowledges that Montgomery County and the State of Maryland require that the Property shall be made available to all persons without regard to race, color, religious creed, ancestry, national origin, sex, marital status, disability, presence of children, family responsibilities, sexual orientation, source of income, age, or gender identity.

3. **TRANSFER AND RECORDATION FEES:** There are three taxes payable in Montgomery County when a Deed is recorded: 1) the State Recordation Tax; 2) the State Transfer Tax and 3) the Montgomery County Transfer Tax.

Maryland law requires that the cost of these three taxes shall be paid as follows:

- A. If Buyer is not a first time Maryland home buyer*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.
- B. If Buyer is a first time Maryland home buyer*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the sales contract.
- C. If Buyer is a first time Maryland home buyer*, Maryland law states that the rate of the State Transfer Tax is reduced to ¼% of the sales price and shall be paid by the Seller.

*Under Maryland Code §14-104, a first time Maryland home buyer is defined as an individual who has never owned residential real property in the State that has been the individual's principal residence **AND** the residence being purchased will be occupied by the home buyer as their principal residence.

4. **MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:** Seller acknowledges, pursuant to Maryland Code §10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is

- A. a non-resident individual of the State of Maryland, **OR**
- B. a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:
 - i. 8.75% of the total payment to a non-resident individual(s) Seller; **OR**
 - ii. 8.25% of the total payment to a non-resident entity Seller

UNLESS each Seller:

- 1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
- 2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that

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- a. there is no tax due in connection with the sale or exchange of the Property; or
- b. a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks);

OR

- C. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
- D. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

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

5. MARYLAND RENTER'S RIGHTS AND STABILIZATION ACT DISCLOSURE: (applicable to improved property only) Pursuant to Maryland Code §8-119 of the Real Property Article, Annotated Code of Maryland ("the Act"):

- A. All Tenant Occupied property for residential use with three (3) or fewer individual dwelling unit(s) is subject to the Act; and
- B. All individual Tenants who have occupied Tenant Occupied property for at least six (6) months and are a named lessee on an individual lease have the rights described below under the Act.

Seller hereby certifies that Property ☐ **HAS OR** ☐ **HAS NOT** been Tenant Occupied for at least the last six (6) months by an individual(s) named on an individual lease. If Property has been tenant occupied, Seller ☐ **HAS OR** ☐ **HAS NOT** provided the required notices under the Act.

OFFER OF SALE: Before a property subject to the Act may be offered to the public, the owner shall send each Tenant subject to the Act a written OFFER OF SALE (APPENDIX A) by certified mail or delivery service containing material terms that owner would agree to in a resulting contract and provide a copy of the Offer of Sale to the Office of Landlord Tenant Affairs ("OLTA"). Upon delivery of an Offer of Sale:

- 1. Tenant has Thirty (30) days to deliver a written Tenant Offer to Purchase or the right is waived;
- 2. Within Five (5) days of receipt of Tenant's Offer to Purchase:
 - a. If Offer to Purchase has the same or better terms that the Offer of Sale, accept the Offer and notify OLTA;
 - b. If material terms deviate, deliver a COUNTEROFFER (APPENDIX B) to Tenant describing how the terms of the Offer to Purchase differ
- 3. Within Five (5) days of Tenant receipt of Counter Offer, Tenant may:
 - a. Accept the Counter Offer; or
 - b. Reject the Counter Offer (failure to respond is deemed a rejection)

RIGHT OF FIRST REFUSAL: A Tenant will have a Right of First Refusal **only if:** 1) an owner intends to accept an offer that is at least 10% lower than the lowest price of any previous offers to Tenant by Owner; or 2) owner, without having offered the property for sale to the public or any 3rd party, receives an offer to purchase from a 3rd party. If Tenant is entitled to a Right of First Refusal, the owner shall send the Tenant a written NOTICE OF INTENT TO SELL AND TENANT'S RIGHT OF FIRST REFUSAL (APPENDIX C) by First Class U.S. Mail, with a certificate of mailing, or a delivery service providing delivery tracking and confirmation containing the same sales price as the 3rd party offer to purchase and provide a copy of the Right of First Refusal to OLTA. Within thirty (30) days of receipt of Appendix C, Tenant may deliver an offer to purchase at the same price, which owner shall accept and notify OLTA. If Tenant does not deliver a timely Tenant Offer to Purchase, Tenant's right is waived and owner may accept the 3rd party offer and notify OLTA.

A portal has been created by OLTA for owners to register notices and confirm compliance: <https://rofr.powerappsportals.us/>. Penalties for violation is a fine of not more than \$1,000.00 per violation.

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6. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** (applicable to improved property only)
Seller acknowledges Seller's receipt of and/or completion of the following disclosures, as applicable, and authorizes Broker to make them available to prospective purchasers:
- "Maryland Residential Property Disclosure or Disclaimer Statement" (Form 912)
 - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES" (Form 907A)
 - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for RENTALS" (Form 907B)
 - "Maryland Lead Poisoning Prevention Program Disclosure" (Form 908)
 - "REA - Regulations, Easements and Assessments Disclosure Addendum" (Form 900)
 - "Inclusions/Exclusions Disclosure and/or Addendum: (Form 911)
 - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"
7. **OPEN HOUSE:** During an open house, Seller hereby gives consent to Broker and licensees thereof to discuss other properties unless otherwise specified here: _____
8. **HOME SECURITY SYSTEMS THAT MONITOR OR RECORD AUDIO:** Seller is advised that Maryland law prohibits audio recording and/or monitoring of private conversations without the consent of all parties.
9. **OFFER PRESENTATION:** All written offers or counteroffers shall be presented to the Seller in full as a hard copy or in electronic format unless otherwise specified here: _____
10. **TERMINATION:**
- A. The Brokerage Relationship established by this Agreement may be terminated unilaterally by either party prior to the end of the Listing Period by either party Delivering _____ days advance Notice to the other.
- B. Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligations** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of GCAAR Listing Agreement paragraph 7.A.2 or MR Listing Agreement paragraph 14 ("Protection Period") shall survive even if the Agreement is terminated early.

Seller Date

Managing Broker Name

Seller Date

Managing Broker Signature Date

Listing Agent Signature Date



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

Compass 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 _____



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: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: _____

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

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

AND

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

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

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

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

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

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Buyer	Date
--------	------	-------	------

Seller	Date	Buyer	Date
--------	------	-------	------

Seller's Agent	Date	Buyer's Agent	Date
----------------	------	---------------	------

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Addendum for Seller to Pay Buyer Broker Compensation

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

The Contract of Sale dated _____ between _____
("Buyer") and _____ (Seller) for the purchase
of the real property located at Address _____
Unit # _____ City _____ State _____ Zip Code _____, is
hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in
the Contract.

Seller agrees to pay Buyer Broker a broker's compensation ("Buyer Broker Compensation") equal to:

☐ _____ % of the sales price; **OR**
☐ \$ _____; **OR**
☐ _____ % of the sales price **AND** \$ _____.

Payment of Buyer Broker Compensation is due at Settlement. Seller instructs the Settlement Agent to pay the
Buyer Broker Compensation as set forth in the listing agreement and/or to disburse any additional Buyer Broker
Compensation as stipulated by this Addendum to the Contract to the Buyer Broker at Settlement.

Seller Date

Buyer Date

Seller Date

Buyer Date

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