

**EXCLUSIVE RIGHT TO SELL  
RESIDENTIAL BROKERAGE AGREEMENT**

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

1. SELLER(S) (List all): \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

3. PROPERTY LISTING: \_\_\_\_\_ ("Broker")

is hereby authorized by the undersigned Seller(s) or by the authorized representative of Seller(s) ("Seller") to sell, as the exclusive real estate broker, the property known as: \_\_\_\_\_

\_\_\_\_\_ ("Property"). Seller acknowledges that the Property is being conveyed (initial one selection) \_\_\_\_\_ / \_\_\_\_\_ IN FEE SIMPLE, or \_\_\_\_\_ / \_\_\_\_\_ SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the amount of \$ \_\_\_\_\_, payable semi-annually.

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

This agreement shall be effective on \_\_\_\_\_ (mm/dd/yyyy) and shall continue until midnight on \_\_\_\_\_ (mm/dd/yyyy), (the "Listing Term") unless terminated in accordance with the provisions of this section.

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

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

An expiration or termination of this Agreement by Seller or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Seller provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Seller during the Listing Term, which provides for settlement to occur after the expiration of the Listing Term, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties.

5. LISTING PRICE: The listing price of the Property is \$ \_\_\_\_\_ and shall be the price advertised by Broker. If Seller desires to change the listing price, Seller shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.

6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): \_\_\_\_\_

\_\_\_\_\_

**7. MARKETING/MLS/INTERNET ADVERTISEMENT:**

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Seller to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Seller further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

If the Property is scheduled for an open house by Broker, Seller authorizes Broker to advertise the Property as an open house together with other properties listed with Broker and advertised as an open house in the same advertisement, whether by print media or by internet advertisement.

**(b) Seller may elect not to have the Property listing displayed on the MLS at all. (Seller to initial if Seller does not authorize Broker to display Property listing on the MLS at all):**  
 \_\_\_ / \_\_\_ Broker may *not* submit and market the Property by and through display on the MLS.  
**Seller hereby acknowledges that, having selected not to display the Property listing on the MLS at all: (1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Seller's Property is for sale and the terms and conditions under which Seller is marketing the Property; (2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. (Seller to initial):** \_\_\_ / \_\_\_

(c) Seller may elect not to have the Property listing or the Property address displayed on the internet. Seller hereby directs Broker that *(Seller to initial all that apply)*:  
 \_\_\_ / \_\_\_ Broker may *not* submit and market the Property by and through display on any internet website.  
 \_\_\_ / \_\_\_ Broker may submit and market the Property by and through display on any internet website, but Seller elects *not* to permit display of the Property address on any internet website.

Seller hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. *(Seller to initial):* \_\_\_ / \_\_\_

- (d) Certain features may be displayed on the websites of MLS participants, including:
- (1) Unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews); or
  - (2) An automated estimate of the market value of the Property (or a hyperlink to such estimate). *(Seller to initial):*

Seller \_\_\_ / \_\_\_ authorizes or \_\_\_ / \_\_\_ does not authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.

Seller \_\_\_ / \_\_\_ authorizes or \_\_\_ / \_\_\_ does not authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

During the term of this agreement, Seller, by written request to Broker, may authorize Broker to enable or disable use of either feature as described in (1) or (2) above. Broker agrees to transmit promptly the request to the MLS.

**(e) COMING SOON LISTING STATUS:** The “Coming Soon” listing status is an option for properties listed in the MLS that are not available but will be soon. Sellers who choose this option must have executed a listing agreement. Listings under the “Coming Soon” status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the “Coming Soon” status may not be shown and are not syndicated to public real estate websites. If Seller selects this status, the listing agent must enter an expected on-market date in the MLS that can be no later than 21 days from when the listing was submitted to the MLS. The “Coming Soon” status will automatically update to “active” on the expected on-market date if not made “active” sooner.

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

**8. CONSENT TO DISCUSS OTHER PROPERTIES WITH BUYERS AT SELLER'S OPEN HOUSE:** Seller \_\_\_\_ / \_\_\_\_ authorizes or \_\_\_\_ / \_\_\_\_ does not authorize Broker to discuss other properties with buyers at Seller's open house.

Broker's responsibility to market the Property is suspended upon Seller's acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

**9. GRANT/RELEASE OF PROPERTY DATA TO BROKER:** Seller grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Seller hereby releases to Broker all of the Seller's interests and all intellectual property rights therein. If Seller elects to allow dissemination of Property data on the internet, Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

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

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

**11. FAIR HOUSING:** With respect to race, color, religion, sex, national origin, handicap or familial status, the Property is offered in compliance with the Civil Rights Act of 1968, and the Fair Housing Amendments Act under Federal law. Additionally, the Property shall be offered in compliance with the anti-discrimination provisions of Maryland law and any local, county and municipal fair housing laws.

**12. SELLER RESPONSIBILITY/INSURANCE:** Broker shall not be responsible for the care, or physical condition of the Property. Seller shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

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

**14. BROKER'S COMPENSATION:** The amount of Broker compensation is not prescribed by law or established by any membership organization with which the Broker is affiliated.

In the event of a sale, exchange, or transfer, the Compensation to be paid by Seller to Broker shall be \_\_\_\_\_.

The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Seller to Broker if:

- A. During the term of this Agreement, or any extension thereof:
  - (i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Seller or agreed upon in writing between Seller and Broker (the “Sale Price”); or
  - (ii) Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Seller or by any other person or entity, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of \_\_\_\_\_ days following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, lease, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

- B. Seller defaults or voluntarily agrees to terminate a sale; or
- C. Seller breaches this Agreement.

The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Seller. However, Seller acknowledges and agrees that settlement on the Property shall not be a condition precedent to Seller's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Seller, or if all or part of the deposit is received by Seller as a settlement made by and between Seller and buyer, \$ \_\_\_\_\_ or \_\_\_\_\_ % of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to the full Compensation specified herein.

Seller shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller is for the purpose of avoiding the obligation of Seller to pay the Compensation to Broker.

**15. AUTHORITY TO COOPERATE WITH OTHER BROKERS:** Broker shall be entitled to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents"). Seller consents to Broker's cooperation and fee sharing with Subagents or Buyer Agents (collectively "Cooperating Brokers"). Broker shall pay to any Subagent, who has earned and is entitled to share in the Fee, \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Sales Price, plus \_\_\_\_\_ ( \_\_\_\_\_ ) month(s) ground rent, if any. Broker shall pay to any Buyer Agent who has earned and is entitled to share in the Fee \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Sales Price, plus \_\_\_\_\_ ( \_\_\_\_\_ ) month(s) ground rent, if any.

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

**17. DEPOSIT HELD BY ESCROW AGENT:** Seller is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the parties are required to enter into a separate written escrow agreement, binding upon the parties and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

**18. SMOKE ALARM NOTICE:** Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm— battery powered or hard-wired— may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller may view the smoke alarm requirements at: <http://mgaleg.maryland.gov/mgawebsite/Laws/StatutesText?article=gps&section=9-101&enactments=false>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 18. (Seller to initial):  
\_\_\_\_ / \_\_\_\_

**19. LEAD-BASED PAINT:**

**A. LEAD-BASED PAINT HAZARD:** Seller acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

Seller represents and warrants to Broker, Broker's agents and cooperating brokers/agents, intending that they rely upon such warranty and representation, that the Property was constructed: *(Seller to initial one)*:

- \_\_\_\_\_ / \_\_\_\_\_ prior to 1978;
- OR \_\_\_\_\_ / \_\_\_\_\_ during or after 1978;
- OR \_\_\_\_\_ / \_\_\_\_\_ Seller is uncertain as to the date of construction.

If Seller is uncertain as to the date the Property was constructed, Seller agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Seller agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Seller is required to disclose to buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide buyer with any available reports in Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the Contract of Sale. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Seller should visit:

<https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers>.

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

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 the 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>.

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

**20. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS:** Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. The right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and**
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.**

This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration, Seller to complete Notice & Disclosure of Deferred Water and Sewer Charges.)

Seller acknowledges that the Property is *(Seller to initial one)*: \_\_\_\_\_ / \_\_\_\_\_ **OR** is not \_\_\_\_\_ / \_\_\_\_\_ served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration.

**21. OFFERS**

**A. AUTHORITY TO DISCLOSE EXISTING OFFERS:** Seller is advised that prospective buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer electing not to make an offer.

Seller: *(Seller to initial one)*:  
 \_\_\_\_\_ / \_\_\_\_\_ Authorizes;      **OR**      \_\_\_\_\_ / \_\_\_\_\_ Does Not Authorize

Broker or Broker's agents to disclose the existence of other written offers on the Property in response to inquiries from buyers or cooperating brokers. If disclosure is authorized, Broker or Broker's agents shall also disclose, if asked, whether an offer was obtained by the listing agent, another agent in Broker's firm, or by a cooperating broker. Such authority does not include the disclosure of the terms and conditions of such offer(s).

**B. PRESENTATION OF OFFERS:** Broker shall present to Seller in a timely manner all written offers and counter-offers, even if the Property is subject to an existing Contract of Sale unless Seller has waived the obligation in writing.

**22. HOME WARRANTY:** Broker \_\_\_\_\_ does or \_\_\_\_\_ does not offer the opportunity for Seller to purchase a home warranty to be in force during the listing period and which will transfer to the buyer upon settlement. *(Seller to initial one)*:

\_\_\_\_\_ / \_\_\_\_\_ Warranty desired. For policy to be effective, Seller must complete the necessary paperwork.  
 \_\_\_\_\_ / \_\_\_\_\_ Warranty Declined

**23. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** Seller is advised that under Maryland Law (Real Property Article 10-702), the buyer is entitled to receive the Maryland Residential Property Disclosure And Disclaimer Statement ("disclosure/disclaimer statement"), a form provided by the Maryland Real Estate Commission, from the Seller. Seller must deliver the completed disclosure/disclaimer statement to the buyer on or before the buyer's entering into a Contract of Sale (offer to purchase) (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an Option to Purchase provision, in which case the disclosure/disclaimer statement must be delivered to the buyer before the execution of the Contract by the buyer). A buyer who does not receive the disclosure/disclaimer statement on or before the execution of the offer by the buyer has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the disclosure/disclaimer statement or within five (5) days following receipt of the disclosure/disclaimer statement and to the immediate return of any deposit. However a buyer's right to rescind the Contract terminates if not exercised (A) before making a written application to a lender for a loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application, or (B) within five (5) days following receipt of a written disclosure from a lender who has received the buyer's application for a mortgage loan, if the lender's disclosure states that the buyer's right to rescind terminates at the end of that five (5) day period. Maryland Law (Real Property Article 10-702) exempts certain transfers or sales from its application: A) the initial sale of a new home: (1) that has never been occupied; or (2) for which a certificate of occupancy has been issued within one year before the buyer and Seller enter into a Contract of Sale; B) certain transfers that are exempt from the state transfer tax; C) a sale by a lender acquiring real property by a foreclosure or deed-in-lieu of foreclosure; D) a sheriff sale, tax sale or sale by foreclosure, partition or by court-appointed trustee; E) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; F) a transfer of single family residential real estate to be converted by the buyer into a use other than residential use or to be demolished; or G) a sale of unimproved property.

Seller: *(Seller to initial one)*:  
 \_\_\_\_\_ / \_\_\_\_\_ is exempt      **OR**      \_\_\_\_\_ / \_\_\_\_\_ is not exempt

**24. VIOLATION NOTICES:** Seller is advised that the Contract of Sale may require that Seller convey the Property free and clear of all violation notices, requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), and actions in any court, against or affecting the Property.

**25. CONSERVATION EASEMENTS:**

A. Seller is advised and acknowledges that if the Property is encumbered by one or more Conservation Easements or other restrictions limiting or affecting uses of the Property, Maryland law requires that Seller deliver to the buyer the required notice and copies of the easement(s). A buyer who does not receive the notice and copies of the easement(s) on or before entering into the contract for sale has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the notice and copies of the easement(s) or within five (5) days following receipt of the notice and copies of the easement(s) and to the immediate return of any deposit.

B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (*Seller to initial one*):

- \_\_\_\_\_ 1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**
- \_\_\_\_\_ 2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: (*Seller to check applicable Conservation Easement(s)*)
  - \_\_\_\_\_ Maryland Environmental Trust
  - \_\_\_\_\_ Maryland Historical Trust
  - \_\_\_\_\_ Maryland Agricultural Land Preservation Trust
  - \_\_\_\_\_ Maryland Department of Natural Resources
  - \_\_\_\_\_ A County or Municipal Corporation, funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local Agricultural Preservation Program
  - \_\_\_\_\_ Land Trust
  - \_\_\_\_\_ Required by a permit issued by the Department of the Environment

If paragraph B.2. is initialed by Seller, Seller \_\_\_\_\_ has **OR** \_\_\_\_\_ has not (check one) provided a copy of the Conservation Easement(s) to Broker, and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of the Conservation Easement(s) to buyer.

**26. INSURABILITY:** An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance - What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property.

**27. FLOOD DISCLOSURE NOTICE:** Seller is advised that the Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. The National Flood Insurance Program ("NFIP") establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Also, the State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected.

**28. MARYLAND NON-RESIDENT SELLER:** Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) 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

- a) 8% of the total payment to a non-resident Seller; **OR**
- b) 8.25% of the total payment to a non-resident entity;

**(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.**

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: i) there is no tax due in connection with the sale or exchange of the Property; or ii) 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-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); **OR**

3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**

4. 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 net 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.

**29. FOREIGN INVESTMENT TAXES - FIRPTA (Foreign Investment in Real Property Tax Act):** Section 1445 of the United States Internal Revenue Code of 1986 and applicable Treasury Department regulations adopted thereunder (the "Act") provide that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price under certain circumstances. Seller agrees to comply with the Internal Revenue Service reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the appropriate party a certificate indicating whether Seller is a foreign person or non-resident alien under the Act.

**30. FHA LOAN NOTICE:** If the current loan on the property is insured by the Federal Housing Administration, the loan shall be paid in full at settlement in accordance with FHA rules and regulations.

**31. LEGAL CONSTRUCTION:** This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Seller warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Seller has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.

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

- Consent for Dual Agency
- Disclosure of Licensee/Employee Status
- Federal Lead-Based Paint Disclosure
- Financial Condition of Property Disclosure
- Inclusions/Exclusions
- Lock Box
- Maryland Lead Poisoning Prevention Program Disclosure
- Maryland Residential Property Disclosure/Disclaimer Statement
- Other Addenda/Special Conditions: \_\_\_\_\_
- Maryland Non-Resident Seller Transfer Withholding Tax Addendum
- Notice & Disclosure of Deferred Water and Sewer Charges
- Protect Your Family from Lead in Your Home

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

Seller	Date	Broker (Company Name)
--------	------	-----------------------

Seller	Date	Broker or Authorized Representative	Date
--------	------	-------------------------------------	------





**FINANCIAL CONDITION OF PROPERTY DISCLOSURE ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM dated \_\_\_\_\_ to Exclusive Right to Sell Residential Brokerage Agreement between Seller(s) \_\_\_\_\_ and Broker \_\_\_\_\_

for Property known as \_\_\_\_\_.

Seller represents to Broker that the information below is true and complete to the best of Seller's knowledge and belief.

- A.  (Check if applicable) The Property is not encumbered by any mortgage or Deed of Trust.
- B. The Property is secured by a first mortgage or Deed of Trust held by \_\_\_\_\_ in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- C. The Property is secured by a second mortgage or Deed of Trust held by \_\_\_\_\_ in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- D. The Property is secured by a line of credit or home equity line of credit held by \_\_\_\_\_ in the approximate amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_).
- E. Seller is current on all payments for the loans identified in paragraphs B, C and D above.
- F. Seller is not in default on any loan identified in paragraphs B, C and D above and has not received any notice(s) from the holders of any loan identified in paragraphs B, C and D above regarding a default under the loan, threatened foreclosure, notice of foreclosure, or the filing of foreclosure.
- G. There are no liens secured against the Property for federal, state, or local income taxes; real property taxes; or unpaid condominium or homeowners association fees.
- H. There are no judgments filed against Seller (including each owner for jointly held property).
- I. Seller has not filed for bankruptcy protection under United States law and is not contemplating doing so during the term of the Listing Agreement.
- J. If any statements in paragraphs E through I above are incorrect or untrue, Seller will provide additional information below:

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

Seller acknowledges that Broker and their real estate licensees affiliated with Broker are required by law to disclose to any potential buyer or any licensee cooperating in the sale of the Property, either as a Subagent or an agent for a prospective buyer, any information contained in paragraph J above. Seller acknowledges that the disclosure of information contained in paragraph J, is required to be disclosed by Broker and the real estate licensees affiliated with Broker as a material fact to prospective buyers under Maryland law.

*During the term of the Listing Agreement, should any change occur with respect to answers A through J above, Seller shall immediately notify Broker and the listing agent in writing of such change.*

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



**HOME AFFORDABLE FORECLOSURE ALTERNATIVES PROGRAM (HAFA) ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

ADDENDUM dated \_\_\_\_\_ to Exclusive Right to Sell Residential Brokerage Agreement between Owner(s) \_\_\_\_\_ and Broker \_\_\_\_\_ for Property known as \_\_\_\_\_.

**FOR USE IN TRANSACTIONS WHERE THE SELLER'S LOAN SERVICER HAS AGREED OR WILL AGREE AT ANY TIME DURING THE LISTING PERIOD TO PARTICIPATE IN THE HAFA PROGRAM.**

The following provisions are included in and supersede any conflicting language in the Exclusive Right to Sell Residential Brokerage Agreement.

**A. CANCELLATION CLAUSE:** Seller may cancel the Exclusive Right to Sell Residential Brokerage Agreement prior to the ending date of the listing period without advance notice to Broker, and without payment of a commission or any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.

**B. EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT CONTINGENCY CLAUSE:** Sale of the Property is contingent on written agreement to all sale terms by the mortgage holder and the mortgage insurer (if applicable).

**C. WRITTEN NOTICE AND DISCLOSURE:** The notice of cancellation submitted by Seller as described in Paragraph A of this Addendum shall be in writing. The Broker or Authorized Representative of Broker shall disclose in the multiple listing service that the transaction is a short sale and that Seller's loan servicer may participate in the HAFA program.

**All other terms and conditions of the Exclusive Right to Sell Residential Brokerage Agreement remain in full force and effect.**

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

\_\_\_\_\_  
Broker (Company Name)

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

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





**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO  
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**  
**For the sole purpose of assisting the agent in preparing an offer and  
is not to be part of the Contract of Sale**

ADDENDUM dated \_\_\_\_\_ to Exclusive Right to Sell Residential Brokerage Agreement  
 between Seller(s) \_\_\_\_\_  
 and Broker \_\_\_\_\_  
 for Property known as \_\_\_\_\_.

**INCLUSIONS/EXCLUSIONS:** Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

- |  |  |   |   |
|--|--|---|---|
| <b>INCLUDED</b>                                | <b>INCLUDED</b>                                  | <b>INCLUDED</b>                                   | <b>INCLUDED</b>                                       |
| <input type="checkbox"/> Alarm System          | <input type="checkbox"/> Exist. w/w Carpet       | <input type="checkbox"/> w/ice maker              | <input type="checkbox"/> Water Filter                 |
| <input type="checkbox"/> Built-in Microwave    | <input type="checkbox"/> Fireplace Screen Doors  | <input type="checkbox"/> Satellite Dish           | <input type="checkbox"/> Water Softener               |
| <input type="checkbox"/> Ceiling Fan(s) # ____ | <input type="checkbox"/> Freezer                 | <input type="checkbox"/> Screens                  | <input type="checkbox"/> Window A/C Unit(s)<br># ____ |
| <input type="checkbox"/> Central Vacuum        | <input type="checkbox"/> Furnace Humidifier      | <input type="checkbox"/> Shades/Blinds            | <input type="checkbox"/> Window Fan(s)<br># ____      |
| <input type="checkbox"/> Clothes Dryer         | <input type="checkbox"/> Garage Opener(s) # ____ | <input type="checkbox"/> Storage Shed(s) # ____   | <input type="checkbox"/> Wood Stove                   |
| <input type="checkbox"/> Clothes Washer        | <input type="checkbox"/> w/remote(s) # ____      | <input type="checkbox"/> Storm Doors              |   |
| <input type="checkbox"/> Cooktop               | <input type="checkbox"/> Garbage Disposer        | <input type="checkbox"/> Storm Windows            |   |
| <input type="checkbox"/> Dishwasher            | <input type="checkbox"/> Hot Tub, Equip. & Cover | <input type="checkbox"/> Stove or Range           |   |
| <input type="checkbox"/> Drapery/Curtain Rods  | <input type="checkbox"/> Intercom                | <input type="checkbox"/> T.V. Antenna             |   |
| <input type="checkbox"/> Draperies/Curtains    | <input type="checkbox"/> Playground Equipment    | <input type="checkbox"/> Trash Compactor          |   |
| <input type="checkbox"/> Electronic Air Filter | <input type="checkbox"/> Pool, Equip. & Cover    | <input type="checkbox"/> Wall Mount T.V. Brackets |   |
| <input type="checkbox"/> Exhaust Fan(s) # ____ | <input type="checkbox"/> Refrigerator(s) # ____  | <input type="checkbox"/> Wall Oven(s) # ____      |   |

ADDITIONAL INCLUSIONS (Specify):  
 \_\_\_\_\_

EXCLUSIONS (Specify):  
 \_\_\_\_\_

**LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS:** Seller's intentions with regard to any leased items are as follows: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING:** (Check all that apply)

- |                   |                                 |                                 |                                      |                                      |                                      |
|-------------------|---------------------------------|---------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| Water Supply:     | <input type="checkbox"/> Public | <input type="checkbox"/> Well   |                                      |                                      |                                      |
| Sewage Disposal:  | <input type="checkbox"/> Public | <input type="checkbox"/> Septic |                                      |                                      |                                      |
| Heating:          | <input type="checkbox"/> Oil    | <input type="checkbox"/> Gas    | <input type="checkbox"/> Elec.       | <input type="checkbox"/> Heat Pump   | <input type="checkbox"/> Other _____ |
| Hot Water:        | <input type="checkbox"/> Oil    | <input type="checkbox"/> Gas    | <input type="checkbox"/> Elec.       | <input type="checkbox"/> Other _____ |                                      |
| Air Conditioning: | <input type="checkbox"/> Gas    | <input type="checkbox"/> Elec.  | <input type="checkbox"/> Other _____ |                                      |                                      |

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



10/19



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SHORT SALE ADDENDUM
TO EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated \_\_\_\_\_ to Exclusive Right to Sell Residential Brokerage Agreement
Between Seller(s) \_\_\_\_\_
and Broker \_\_\_\_\_
for Property known as \_\_\_\_\_.

1. ACKNOWLEDGMENT OF SHORT SALE: Seller acknowledges that the amount of money necessary to pay in full all loans, debts and obligations secured by lien(s) on the Property, including: 1) mortgage(s); 2) deed(s) of trust; 3) line(s) of credit; 4) unpaid property tax; 5) IRS or State tax liens; 6) judgments; 7) Broker's Fee; and 8) other customary and necessary costs of sale (collectively "Loans/Liens") may exceed the current market value of the Property.

2. SHORT SALE LENDER APPROVAL: In order to sell the Property as a Short Sale, Seller acknowledges that any contract for the sale of the Property shall be contingent upon the written approval of Lender within a specified time period as negotiated between Seller and any purchaser of the Property.

3. REQUIREMENTS OF LENDER: Seller acknowledges that a Short Sale is subject to Lender approval. Lender is not obligated to accept a Short Sale. Lender may impose conditions prior to consideration or approval of a Short Sale, such as obtaining a new appraisal, or requiring Seller to demonstrate hardship or provide copies of tax returns, pay stubs, assets, or other financial information.

4. COOPERATION BY SELLER: Seller acknowledges that time is critical in a Short Sale. Seller agrees to diligently and in good faith to cooperate fully and in a timely manner and to promptly provide any and all information, documents, statements, or other written evidence as may be required or requested by Lender or Broker.

5. AUTHORIZATION TO COMMUNICATE WITH LENDER: Seller hereby irrevocably and unconditionally authorizes Broker to contact and communicate (NOT NEGOTIATE) with Lender throughout the term of the Listing Agreement concerning the application by Seller for a Short Sale, the status of Lender's approval, and the Lender's approval of the Short Sale.



6. **SUBMISSION OF DOCUMENTS TO LENDER:** Seller authorizes Broker and Sales Associates affiliated with Broker to submit documents to Lender. Seller acknowledges that Broker is not conducting negotiations with Lender, but is merely submitting documents or other information requested by Lender in connection with considering the Short Sale request. Seller acknowledges that Seller must either personally negotiate with Lender or hire a Mortgage Assistance Relief Service Provider or a Maryland attorney to conduct the negotiation. Seller's signature on this Addendum will serve as Seller's authorization that Broker may submit required Short Sale or loss mitigation information and documentation on Seller's behalf.

7. **LENDER REQUESTS:** Broker shall inform Seller of any requests from Lender for a reduction in the real estate brokerage commission on the Short Sale.

8. **BROKER AUTHORITY:** Seller authorizes Broker to disclose to Lender, prospective purchasers and cooperating brokers, whether acting on behalf of Seller or prospective purchasers ("Cooperating Brokers"), that the sale of the Property is a Short Sale and subject to Lender approval. Seller further authorizes Broker to advise Cooperating Broker(s) that Broker may seek to reduce, on a pro-rata basis, the amount of compensation made by Broker through the Multiple Listing Service in the event Lender requires that Broker reduce the Broker's Fee to be paid by Seller, as a condition of the Lender's approval of the Short Sale. The authority as granted by Seller to Broker shall include information through the Multiple Listing Service, advertising, and any contract of sale.

9. **TAX CONSEQUENCES:** Seller acknowledges that if Lender agrees to accept less than full payment, the difference may result in taxable income to Seller even though Seller does not receive any cash proceeds from the sale. Seller may also be taxed on the gain in value of the Property from the date of Seller's purchase to the date of sale, regardless of the amount of any existing Loans/Liens. Seller acknowledges that Broker has advised Seller to consult with a tax advisor or tax professional to explain to Seller the potential income tax consequences of a Short Sale and the applicability of the Mortgage Forgiveness Debt Relief Act of 2007. Seller acknowledges that Seller shall solely and exclusively rely upon the advice of Seller's tax advisor or tax professional as to any and all tax consequences to Seller as a result of the sale of the Property. Seller warrants and represents that Seller has not and shall not rely or act upon any advice by Broker as to any and all tax consequences arising out of the sale of the Property.

10. **CREDIT CONSEQUENCES:** Seller acknowledges that a Short Sale may have a negative impact on Seller's credit rating even if a foreclosure process has not formally begun or once begun is not completed.

11. **TAX, CREDIT AND LEGAL ADVICE:** Broker has advised Seller to consult with legal, credit and tax counsel, prior to the execution of this Listing Agreement regarding the decision of Seller to seek a Short Sale. Seller further acknowledges that Seller is aware that Broker is not an attorney, credit counselor or accountant.

12. **ALTERNATIVES AVAILABLE TO AVOID FORECLOSURE:** Seller acknowledges that Broker has advised Seller to consult with a housing counselor or attorney for discussion about alternatives available to avoid foreclosure. Free housing counseling is available through the Maryland HOPE Program at 1-877-462-7555. Legal advice is available from Legal Aid Bureau, Inc., Foreclosure Legal Assistance Project at 1-800-444-4099.

13. **LIMITATIONS AND INDEMNIFICATION OF BROKER:** Seller acknowledges that Broker will facilitate the Short Sale solely by communications between Seller and Lender. Broker shall have no authority to negotiate the terms and conditions of the Short Sale on behalf of Seller. All matters requiring action or decision by Seller shall be communicated to Seller by Broker for approval by Seller. Seller or Seller's legal or accounting representative is solely and exclusively responsible for direct negotiations with the Lender as to the debt owed. Seller agrees to indemnify and hold harmless Broker, Broker's agents, officers, principals and employees from any and all liability, of every type and nature, arising out of Broker's efforts to facilitate the Short Sale as contemplated in this Addendum or any action or decision by Lender.

Seller represents and warrants that Seller has read and understands the terms and conditions of this Addendum and that Broker has provided to Seller a fully executed copy of this Addendum.

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

**AS IS ADDENDUM**

ADDENDUM dated \_\_\_\_\_ to Contract of Sale  
between Buyer \_\_\_\_\_  
and Seller \_\_\_\_\_  
for Property known as \_\_\_\_\_.

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). **The parties agree that all paragraphs in the Contract pertaining to property condition (Paragraph 22) and wood destroying insects (Paragraph 19) are hereby deleted from the Contract except that Buyer retains the right to walk through the Property within five (5) days prior to settlement.**

Buyer and Seller agree to initial only one of the following:

**A. "AS IS" WITHOUT INSPECTION(S)**

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

**B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE**

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within \_\_\_\_\_ Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

**All other terms and conditions of the Contract of Sale remain in full force and effect.**

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

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

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

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





STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent for Dual Agency

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

### When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

### Important Considerations Before Making a Decision About Dual Agency

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

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

### Your Choices Concerning Dual Agency

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

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

## Duties of a Dual Agent and Intra-Company Agent

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

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

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

## How Dual Agents Are Paid

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

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

## Consent for Dual Agency

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

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

\_\_\_ **Seller** in the sale of the property at: \_\_\_\_\_

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

\_\_\_\_\_  
Signature Date Signature Date

## AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

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

\_\_\_\_\_  
Signature Date Signature Date

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

\_\_\_\_\_  
Name(s) of Buyer(s)

\_\_\_\_\_  
Signature Date Signature Date





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

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): \_\_\_\_\_ / \_\_\_\_\_ housing was constructed prior to 1978 OR \_\_\_\_\_ / \_\_\_\_\_ date of construction is uncertain.

FEDERAL LEAD WARNING STATEMENT: A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly 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/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

Seller's/Landlord's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):
(i) \_\_\_\_\_ / \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
(ii) \_\_\_\_\_ / \_\_\_\_\_ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
(b) Records and reports available to the seller (initial (i) or (ii) below):
(i) \_\_\_\_\_ / \_\_\_\_\_ Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) \_\_\_\_\_ / \_\_\_\_\_ Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Buyer's/Tenant's Acknowledgment (initial)

- (c) \_\_\_\_\_ / \_\_\_\_\_ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.
(d) \_\_\_\_\_ / \_\_\_\_\_ Buyer/Tenant has received the pamphlet Protect Your Family from Lead In Your Home.
(e) Buyer has (initial (i) or (ii) below):
(i) \_\_\_\_\_ / \_\_\_\_\_ 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
(ii) \_\_\_\_\_ / \_\_\_\_\_ 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 (initial)

(f) \_\_\_\_\_ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her 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 they have provided is true and accurate.

Seller/Landlord Date Buyer/Tenant Date

Seller/Landlord Date Buyer/Tenant Date

Seller's/Landlord's Agent Date Buyer's/Tenant's Agent 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 \_\_\_\_\_



**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

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

Legal Description: \_\_\_\_\_

**NOTICE TO SELLER AND PURCHASER**

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the seller. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

10-702. EXEMPTIONS. The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**

**NOTICE TO SELLERS:** Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

**NOTICE TO PURCHASERS:** The information provided is the representation of the Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? \_\_\_\_\_

**Property System: Water, Sewage, Heating & Air Conditioning (Answer all that apply)**

Water Supply	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____		
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____	(# of bedrooms) <b>Other Type</b>		
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No			
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____	Age _____	<input type="checkbox"/> Other _____

**Please indicate your actual knowledge with respect to the following:**

1. Foundation: Any settlement or other problems?  Yes  No  Unknown

Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown

Type of Roof: \_\_\_\_\_ Age \_\_\_\_\_

Comments: \_\_\_\_\_

Is there any existing fire retardant treated plywood?  Yes  No  Unknown

Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:

Comments: \_\_\_\_\_

Any defects (structural or otherwise)?  Yes  No  Unknown

Comments: \_\_\_\_\_

5. Plumbing system: Is the system in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown

Comments: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes  No  Unknown

Comments: \_\_\_\_\_

**8A. Will the smoke alarms provide an alarm in the event of a power outage?**  Yes  No

**Are the smoke alarms over 10 years old?**  Yes  No

**If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018?**  Yes  No

Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply

When was the system last pumped? Date \_\_\_\_\_  Unknown

Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown

Comments: \_\_\_\_\_

Home water treatment system:  Yes  No  Unknown

Comments: \_\_\_\_\_

Fire sprinkler system:  Yes  No  Unknown  Does Not Apply

Comments: \_\_\_\_\_

Are the systems in operating condition?  Yes  No  Unknown

Comments: \_\_\_\_\_

11. Insulation:

In exterior walls?  Yes  No  Unknown

In ceiling/attic?  Yes  No  Unknown

In any other areas?  Yes  No Where? \_\_\_\_\_

Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?

Yes  No  Unknown

Comments: \_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown

Comments: \_\_\_\_\_

13. Wood-destroying insects: Any infestation and/or prior damage?  Yes  No  Unknown

Comments: \_\_\_\_\_

Any treatments or repairs?  Yes  No  Unknown

Any warranties?  Yes  No  Unknown

Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown

If yes, specify below

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

Yes  No  Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown

If yes, specify below

Comments: \_\_\_\_\_

**16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office?**  Yes  No  Does Not Apply  Unknown

**Comments:** \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District?  Yes  No  Unknown If yes, specify below

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

Yes  No  Unknown If yes, specify below

Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

Yes  No  Unknown

Comments: \_\_\_\_\_

NOTE: Seller(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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

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

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

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_





# SMOKE ALARM LAWS

## 2018

Maryland  
**REALTORS®**



### AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

#### IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

#### IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture\*

#### ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

**NOTE: REGARDLESS OF WHEN BUILT,** battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE  
7/1/75



Located:  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/75 - 1/1/89



Located:  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
1/1/89 - 7/1/90



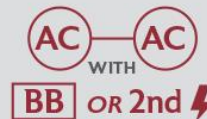
Located:  
Each hallway outside  
bedroom(s)

BUILT BETWEEN  
7/1/90 - 7/1/13



Located:  
Each hallway outside  
bedroom(s)

BUILT AFTER  
7/1/13



Located:  
Each hallway outside  
bedroom(s) **AND** in  
each bedroom

### BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

\*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

### KEY

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)
- AC-AC: Hardwired interconnected alarm
- BB: Battery Backup
- 2nd ⚡ Alternate secondary power source (i.e. WiFi or Radio Frequency)