

# AGREEMENT OF SALE

*Prepared by*



**FOR**

*CBRB Associate:  
Office Phone Number:*

*Generated with CB Online Contracts  
(An exclusive computer program for Coldwell Banker Residential Brokerage Associates)*

## WHAT YOU SHOULD KNOW ABOUT...

(MARYLAND)

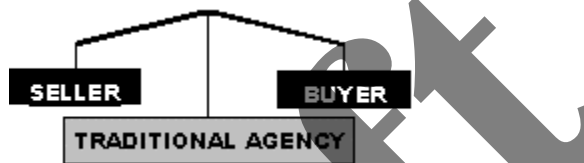


- Buyer Agency
- Seller Agency
- Disclosed Dual Agency
- Intra-company Agency

### TRADITIONAL AGENCY

In real estate transactions, an agency is formed between the Real Estate Broker and the client. The client, either a Buyer or a Seller, generally works with one agent who is associated with the Broker.

The agency relationship is based on one person representing the interests of another person. Real estate agents are licensed by the State to represent a person for the sale or leasing of a property. The responsibilities of the agent are defined by the state law relating to agents, the REALTORS® Code of Ethics and general principles of agency law.



The agent and the client form an agency relationship, which is based on trust. The agent owes duties to the client in accordance with state law.

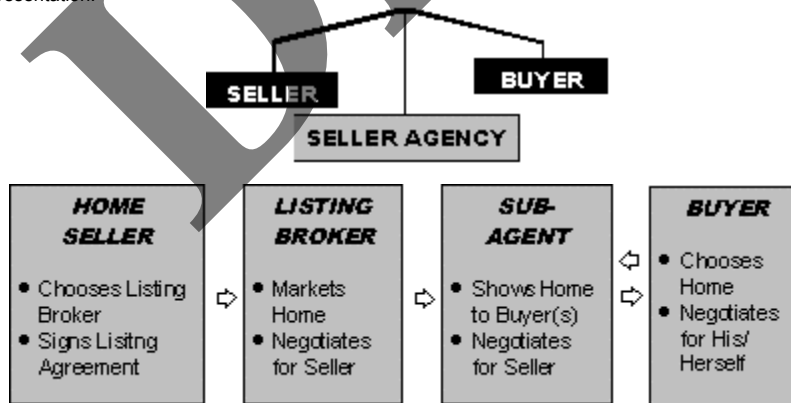
The courts strictly enforce the agency duties to make sure the agent keeps the client's interests above anyone else's interests. The courts also require that the real estate agent be fair and honest to all parties in the transaction.

The source of compensation does not, in and of itself, determine agency. Compensation can be paid by the Buyer, Seller or both. However, there must be disclosure and informed consent as to who is paying, in writing in advance.

### SELLER AGENCY

Historically throughout the country, real estate agents represented *only* the Seller in real estate transactions. That meant that all the agency duties were owed to the Seller, even if the agent was also working with the Buyer.

These relationships create a system called sub-agency. The real estate company that lists the property is called the listing Broker. The real estate company working with the Buyer is called the sub-agent since that company actually is working for the listing Broker. Although the Buyer receives services from a real estate agent, the Buyer in this arrangement has no true agency representation.



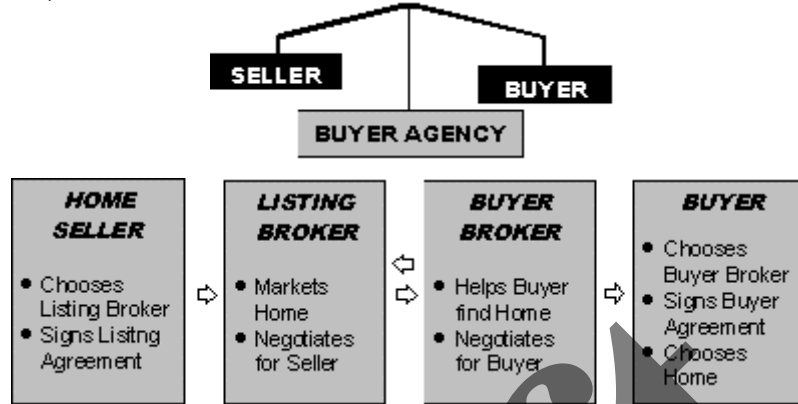
Agency duties are owed directly to the Seller in all transactions where there is no Buyer Agent. This is true of most real estate companies in the United States. Therefore, Buyers must be careful not to divulge any information that they do not want the Seller to know, e.g. the highest price they will pay for the property.

Traditional Seller Agency has worked for many years. The Buyer, knowing that the agent represents the Seller, should not rely on the agent for assistance in determining an offering price, or for any other advice that is not in the Seller's best interest.

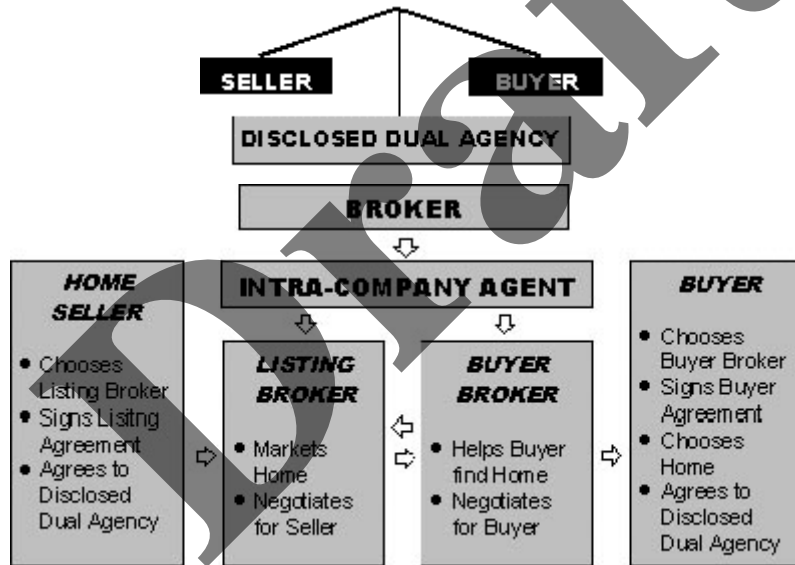
## BUYER AGENCY

Today, Buyers realize that real estate agents possess considerable knowledge that could assist them in the home purchase process. Consequently, Buyers want the same representation that Sellers receive. In many areas of the country Buyer Agency has become as traditional Seller Agency/Sub-Agency.

When an agent represents a Buyer, the agent owes all duties to the Buyer, not the Seller. The Buyer is free to discuss the value of properties, personal finances and negotiating strategies with the agent. In addition, a Buyer's Agent gives opinions concerning the condition of the property, the effect of improvements, and a variety of information which a Seller's Agent cannot provide.



A Buyer's Agent makes every reasonable effort to locate the property described by the Buyer, including search for homes that may be available for sale although they are not listed with a real estate company. Before Buyer Agency, agents assisted Buyers in locating the right property, but they had limitations since they legally represented the Seller. Now Buyers have an advocate who can negotiate for them, help them make decisions and advise them throughout the entire homebuying process.



Coldwell Banker Residential Brokerage, a licensed Real Estate Broker, lists properties for sale, thereby forming an agency relationship with the Seller. A Seller's agent is obligated to put the Seller's interests first.

Coldwell Banker Residential Brokerage may also form agency relationships with Buyers. The Buyer's agent is obligated to put the Buyer's interests first. One example of Buyer agency is an agent working with a current or former client, friend or relative. It is easy to understand how such a Buyer would expect the agent to give advice and put his/her interest first. Under Maryland law there is a presumption that Coldwell Banker Residential Brokerage represents the Buyer. The Buyer, however, can decline such representation. When the buyer begins negotiations for the purchase of a property the agency representation agreement must be in writing.

Should a Buyer client be interested in purchasing a property listed with Coldwell Banker Residential Brokerage, a dual agency is created. Buyer and Seller must both consent in advance to the possible formation of dual agency. Technically, dual agency arises when Coldwell Banker Residential Brokerage has a relationship with two clients who have different goals in the same transaction.

When dual agency is formed, each client must consent in writing to such dual agency. State law prohibits one individual agent from simultaneously representing both buyer and seller in a consensual dual agency arrangement. Thus another Coldwell Banker Residential Brokerage agent will be designated to represent either the Buyer or Seller. These agents become Intra-Company agents, not dual agents. Only the broker is a dual agent.

If dual agency arises, Maryland law provides that the agents not disclose any confidential information that would create a negotiating advantage or disadvantage for either client. The agents, however, must represent the exclusive interest of Buyer and Seller.

Dual agency sometimes happens. When it does the agency relationship is modified with the consent of the clients and everyone's goal remains the same – to achieve a sale.  
 CBRB MD540AA (10/15/03)



## STATE OF MARYLAND REAL ESTATE COMMISSION UNDERSTANDING WHOM REAL ESTATE AGENTS REPRESENT

**At the Time of the First Scheduled Face to Face Contact with You, the Real Estate Licensee Who is Assisting You is Required by Law to Provide this Notice to You. This Notice is Not a Contract or Agreement and Creates No Obligation on Your Part.**

**Before you decide to sell or buy or rent a home you need to consider the following information**

***In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"***

### **Agents Who Represent the Seller**

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers and exclusively represents the sellers. That means that the Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Cooperating Agent:** A cooperating agent works for a real estate company different from the company for which the seller's agent works. The cooperating agent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the sellers.

**If you are viewing a property listed by the company with whom the agent accompanying you is affiliated, and you have not signed a "Consent for Dual Agency" form, that agent is representing the seller**

### **Agents Who Represent the Buyer**

**Presumed Buyer's Agent (no written agreement):** When a person goes to a real estate agent for assistance in finding a home to purchase, the agent is presumed to be representing the buyer and can show the buyer properties that are *NOT* listed by the agent's real estate company. A presumed buyer's agent may *not* make or prepare an offer or negotiate a sale for the buyer. The buyer does *not* have an obligation to pay anything to the presumed agent.

If for any reason the buyer does not want the agent to represent him or her as a presumed agent, either *initially* or *at any time*, the buyer can decline or terminate a presumed agency relationship simply by saying so.

**Buyer's Agent (by written agreement):** A buyer may enter into a written contract with a real estate agent which provides that the agent will represent the buyer in locating a property to buy. The agent is then known as the buyer's agent. That agent assists the buyer in evaluating properties and preparing offers, and negotiates in the best interests of the buyer. The agent's fee is paid according to the written agreement between the agent and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement before a contract offer can be prepared.

### **Dual Agents**

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, and therefore cannot give undivided loyalty to either party. There may be a conflict of interest because the interests of the seller and buyer may be different or adverse.

**If both seller and buyer agree to dual agency** by signing a Consent For Dual Agency form, then the "dual agent" (the broker or the broker's designee) will assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as exclusive seller's or buyer's agents, including advising their clients as to price and negotiation strategy, provided the clients have both consented to be represented by dual agency.

**If either party does not agree to dual agency**, the real estate company must withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate brokers and agents should be in writing and should explain the duties and obligations of both the broker and the agent. The agreement should explain how the broker and agent will be paid and any fee-sharing agreements with other brokers and agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6206.

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that \_\_\_\_\_ (firm name) and \_\_\_\_\_ (salesperson) are working as:

**(You may check more than one box but not more than two)**

- seller/landlord's agent
- co-operating agent (representing seller/landlord)
- buyer's /tenant's agent
- intra-company agent/dual agent **(CHECK BOX ONLY IF CONSENT FOR DUAL AGENCY FORM HAS BEEN SIGNED )**

\_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Signature (Date)

\* \* \* \* \*

I certify that on this date I made the required agency disclosure to the individuals identified below and they were **unable or unwilling** to acknowledge receipt of a copy of this disclosure statement

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Name of Individual to whom disclosure made

\_\_\_\_\_  
Agent's Signature

\_\_\_\_\_  
(Date)



## State of Maryland Real Estate Commission

### Consent for Dual Agency

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

#### When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

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

A broker 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") will 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 may provide the same services to their clients as an exclusive seller's or buyer's agent, 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's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer's agreement is terminated, the buyer may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different 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
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### 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
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- 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
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**RESIDENTIAL CONTRACT OF SALE**



*This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.*

**THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY. FOR OTHER TYPES OF PROPERTY INCLUDE APPROPRIATE ADDENDA.**

**TIME IS OF THE ESSENCE.** Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 19 of this Contract.

**1. DATE OF OFFER:** \_\_\_\_\_.

**2. SELLER:** \_\_\_\_\_

**3. BUYER:** \_\_\_\_\_

**4. PROPERTY:** Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as \_\_\_\_\_ located in \_\_\_\_\_ City/County, Maryland, Zip Code \_\_\_\_\_, together with the improvements thereon, and all rights and appurtenances thereto belonging.

**5. ESTATE:** The Property is being conveyed: \_\_\_\_\_ in fee simple or \_\_\_\_\_ subject to an annual ground rent, now existing, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable semi-annually, as now or to be recorded among the Land Records of \_\_\_\_\_ City/County, Maryland.

**6. PURCHASE PRICE:** The purchase price is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

**7. PAYMENT TERMS:** The payment of the purchase price shall be made by Buyer as follows:

(a) An initial Deposit by way of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) at the time of this offer.

(b) An additional Deposit by way of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid \_\_\_\_\_.

(c) All Deposits will be held in escrow by: \_\_\_\_\_ (If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: **(Check One)**  
 A non-interest bearing account;  
**OR**  An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

**8. SETTLEMENT:** Date of Settlement \_\_\_\_\_ or sooner if agreed to in writing by the parties.

**9. FINANCING:** Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

- (Check)**  Conventional Loan as follows:
- Loan Amount \$ \_\_\_\_\_
  - Term of Note \_\_\_\_\_ Years
  - Amortization \_\_\_\_\_ Years
  - Interest Rate \_\_\_\_\_ %
  - Loan Program \_\_\_\_\_
  - Loan Origination/Discount Fees (as a % of loan amount):  
 Buyer agrees to pay \_\_\_\_\_ %;  
 Seller agrees to pay \_\_\_\_\_ %.  
 Buyer shall receive the benefit of any reduction in fees.
- FHA Financing Addendum  
 Gift of Funds Contingency Addendum  
 Owner Financing Addendum  
 VA Financing Addendum  
 Assumption Addendum  
 OTHER: \_\_\_\_\_  
 No Financing Contingency



**10. FINANCING APPLICATION AND COMMITMENT:** Buyer agrees to make a written application for the financing as herein described within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance. If such written financing commitment is not obtained by Buyer within \_\_\_\_\_ (\_\_\_\_\_) days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

**11. ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 10, or any addendum to this Contract.

**12. HOME AND/OR ENVIRONMENTAL INSPECTION:** Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

**Inspection(s) Addenda Attached** \_\_\_\_\_ **Inspection(s) Declined** \_\_\_\_\_  
Buyer Buyer Buyer Buyer

**13. INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other **now existing items** which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

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

ADDITIONAL INCLUSIONS (SPECIFY): \_\_\_\_\_

ADDITIONAL EXCLUSIONS (SPECIFY): \_\_\_\_\_

**14. AGRICULTURALLY ASSESSED PROPERTY:** The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by \_\_\_\_\_.

**15. FOREST CONSERVATION AND MANAGEMENT PROGRAM:** Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by \_\_\_\_\_.

**16. LEAD-BASED PAINT:**

**A. FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_  
CBRB MAR01SA (10/13)

connection with the sale of any **residential** real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. **Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.**

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.  
\_\_\_\_\_/\_\_\_\_\_  
**(BUYER)**

**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>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.  
\_\_\_\_\_/\_\_\_\_\_  
**(BUYER)**

**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Program"), any residential dwelling constructed prior to 1950 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978 that is leased for residential purposes may be registered with the MDE at the election of the owner. If the property was built prior to 1979 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form should be completed.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.  
\_\_\_\_\_/\_\_\_\_\_  
**(BUYER)**

**17. ADDENDA/DISCLOSURES:** The Addenda checked below, which are hereby attached, are made a part of this Contract:

- Affiliated Business Disclosure Notice
- As Is
- Cash/Conventional Financing Appraisal Contingency
- Condominium Resale Notice
- Conservation Easement
- Disclosure of Licensee Status
- First-Time Maryland Home Buyer Transfer & Recordation Tax
- Homeowners Association Notice
- Kickout
- Lead-Based Paint Hazard Inspection
- Federal Lead-Based Paint and Lead-Based Hazards Disclosure of Information
- Maryland Lead-Based Paint Disclosure
- Local City/County Certifications/Registrations
- Local City/County Notices/Disclosure
- MD Non-Resident Seller Transfer Withholding Tax
- Notice to Buyer and Seller – Maryland Residential Real Property Disclosure/Disclaimer Act
- On-Site Sewage Disposal System Inspection
- Property Subject to Ground Rent
- Property Inspections
- Purchase Price Escalation
- Short Sale
- Sale, Financing, Settlement or Lease of Other Real Estate
- Seller's Purchase of Another Property
- Third Party Approval
- Water Quality
- Seller Contribution Addendum

Other Addenda/Special Conditions: Seller to provide buyer, at seller's expense, a one-year American Home Shield (AHS) home warranty in the amount of \$ \_\_\_\_\_.

**18. WOOD DESTROYING INSECT INSPECTION:** Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three

(3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

**19. DEPOSIT:** If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-502(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-505(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

**20. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

**21. CONDITION OF PROPERTY AND POSSESSION:** At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. All electrical, heating, air conditioning, plumbing (including well and septic), and any other mechanical systems and related equipment, appliances and smoke detector(s) included in this Contract shall be in working condition. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS"**. The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections and Condition Notice).

**22. ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

**23. SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

**24. TRANSFER CHARGES:**

**A. IN GENERAL.** Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

**B. FIRST-TIME BUYER.** Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

**RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

**STATE TRANSFER TAX:** Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 9 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

**25. BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

**26. BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

**27. SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

**28. BUYER RESPONSIBILITY:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes Buyer's disqualification for financing, then Buyer shall be in default; and Seller may elect by written notice to Buyer, to terminate this Contract and/or pursue the remedies set forth under the Default paragraph of this Contract.

**29. HOMEOWNER'S ASSOCIATION:** The Property is not part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowner's Association Act, unless acknowledged by attached addendum.

**30. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article,



Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See Property Subject to Ground Rent Addendum.)

**31. SALE/SETTLEMENT OR LEASE OF OTHER REAL ESTATE:** Neither this Contract nor the granting of Buyer's loan referred to herein is to be conditioned or contingent in any manner upon the sale, settlement and/or lease of any other real estate unless a contingency for the sale, settlement and/or lease of other real estate is contained in an addendum to this Contract. Unless this Contract is expressly contingent upon the sale, settlement and/or lease of any other real estate, Buyer shall neither apply for nor accept a financing loan commitment which is contingent upon or requires as a pre-condition to funding that any other real estate be sold, settled and/or leased.

**32. LEASES:** Seller may neither negotiate new leases nor renew existing leases for the Property which extend beyond settlement or possession date without Buyer's written consent.

**33. DEFAULT:** Buyer and Seller are required and agree to make full settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof. If Buyer fails to make full settlement or is in default due to Buyer's failure to comply with the terms, covenants and conditions of this Contract, the initial Deposit and additional Deposits (the "Deposit") may be retained by Seller as long as a Release of Deposit Agreement is signed and executed by all parties, expressing that said Deposit may be retained by Seller. In the event the parties do not agree to execute a Release of Deposit Agreement, Buyer and Seller shall have all legal and equitable remedies. If Seller fails to make full settlement or is in default due to Seller's failure to comply with the terms, covenants and conditions of this Contract, Buyer shall be entitled to pursue such rights and remedies as may be available, at law or in equity, including, without limitation, an action for specific performance of this Contract and/or monetary damages. In the event of any litigation or dispute between Buyer and Seller concerning the release of the Deposit, Broker's sole responsibility may be met, at Broker's option, by paying the Deposit into the court in which such litigation is pending, or by paying the Deposit into the court of proper jurisdiction by an action of interpleader. Buyer and Seller agree that, upon Broker's payment of the Deposit into the court, neither Buyer nor Seller shall have any further right, claim, demand or action against Broker regarding the release of the Deposit; and Buyer and Seller, jointly and severally, shall indemnify and hold Broker harmless from any and all such rights, claims, demands or actions. In the event of such dispute and election by Broker to file an action of interpleader as herein provided, Buyer and Seller further agree and hereby expressly and irrevocably authorize Broker to deduct from the Deposit all costs incurred by Broker in the filing and maintenance of such action of interpleader including but not limited to filing fees, court costs, service of process fees and attorneys' fees, provided that the amount deducted shall not exceed the lesser of \$500 or the amount of the Deposit held by Broker. All such fees and costs authorized herein to be deducted may be deducted by Broker from the Deposit prior to paying the balance of the Deposit to the court. Buyer and Seller further agree and expressly declare that all such fees and costs so deducted shall be the exclusive property of Broker. If the amount deducted by Broker is less than the total of all of the costs incurred by Broker in filing and maintaining the interpleader action, then Buyer and Seller jointly, and severally, agree to reimburse Broker for all such excess costs upon the conclusion of the interpleader action.

**34. MEDIATION OF DISPUTES:** Mediation is a process by which the parties attempt to resolve a dispute or claim with the assistance of a neutral mediator who is authorized to facilitate the resolution of the dispute. The mediator has no authority to make an award, to impose a resolution of the dispute or claim upon the parties or to require the parties to continue mediation if the parties do not desire to do so. Buyer and Seller agree that any dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract shall be mediated through the Maryland Association of REALTORS®, Inc. or its member local boards/associations in accordance with the established Mediation Rules and Guidelines of the Association or through such other mediator or mediation service as mutually agreed upon by Buyer and Seller, in writing. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

Buyer and Seller further agree that the obligation of Buyer and Seller to mediate as herein provided shall apply to all disputes or claims arising whether prior to, during or within one (1) year following the actual contract settlement date or when settlement should have occurred. Buyer and Seller agree that neither party shall commence any action in any court regarding a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_  
CBRB MAR01SA (10/13)

**35. ATTORNEY'S FEES:** In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Page 10 of this Contract; (b) the two (2) named Sales Associates identified on Page 10 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**36. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS:** Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

**37. LIMITED WARRANTY:** NOTICE TO BUYER: IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

**38. PROPERTY INSURANCE BROCHURE:** 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 to be purchased.

**39. GUARANTY FUND:** NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.

**40. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE:** Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

**41. MARYLAND NON-RESIDENT SELLER:** If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

**42. INTERNAL REVENUE SERVICE FILING:** Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

**43. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical

**Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.**

**44. WETLANDS NOTICE:** Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

**45. FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

**46. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

**47. FOREIGN INVESTMENT TAXES-FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

**48. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS.** Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**49. MILITARY INSTALLATIONS:** This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**50. NOTICE TO THE PARTIES:**

- (A) NO REPRESENTATIONS: Brokers, their agents, subagents and employees, make no representations with respect to:
  - (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
  - (2) Location, size or operating condition of on-site sewage disposal systems;
  - (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private entities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
  - (4) Lot size and exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense;





**Contact Information:**

BUYER / NAME(S): \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

SELLER / NAME(S): \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**Information provided for reference only:**

LISTING BROKER: \_\_\_\_\_ BRANCH OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ BROKER/AGENT MLS ID: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

SALES ASSOCIATE: \_\_\_\_\_ E-Mail: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACTING AS:  LISTING BROKER AND SELLER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

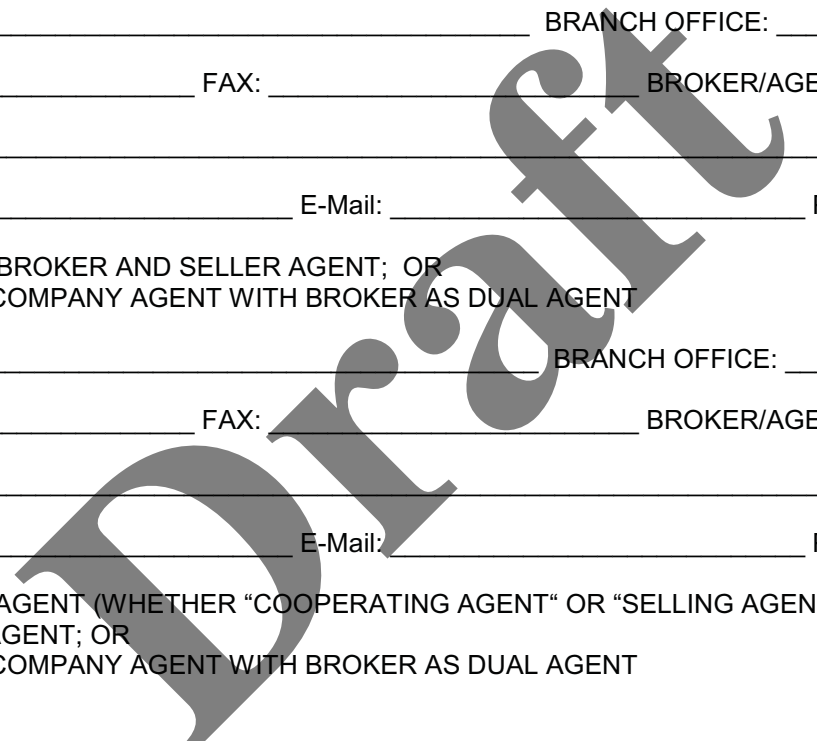
SELLING BROKER: \_\_\_\_\_ BRANCH OFFICE: \_\_\_\_\_

OFFICE PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ BROKER/AGENT MLS ID: \_\_\_\_\_

OFFICE ADDRESS: \_\_\_\_\_

SALES ASSOCIATE: \_\_\_\_\_ E-Mail: \_\_\_\_\_ PHONE: \_\_\_\_\_

ACTING AS:  SELLER AGENT (WHETHER "COOPERATING AGENT" OR "SELLING AGENT" ); OR  
 BUYER AGENT; OR  
 INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT



**MARYLAND  
(ANNE ARUNDEL COUNTY)  
GENERAL ADDENDUM TO ALL CONTRACTS OF SALE  
FOR IMPROVED PROPERTIES LOCATED IN THE STATE OF MARYLAND**

**Required Coldwell Banker Residential Brokerage Addendum for Every Contract of Sale for New or Resale,  
Improved Residential Property**

Contract of Sale dated \_\_\_\_\_

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

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

- Regarding:
1. **Consumer Disclosure Required by Federal Law**
  2. **Notice of Buyer's Right to Include a Contingency for Property Inspection(s)**
  3. **Consumer Disclosures Required by State and/or Local Law**
  4. **Additional General Contract Provisions**

1. **LEAD-BASED PAINT HAZARD:** Poisoning from lead-based paint is a serious health hazard, particularly to young children and pregnant women. Lead-based paint occurs more often in houses constructed prior to 1978. Extensive rental property registration and certification and owner and tenant notice and acknowledgment documentation is mandatory.

**LEAD-BASED PAINT HAZARDS.** Title X, Section 10108, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), required the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer(s), based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer(s) with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the Buyer(s), the Seller is required to provide the Buyer(s) with the EPA pamphlet entitled "Protect Your Family from Lead in Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form.

Seller and Buyer agree and represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless all of the requirements of the Act were fully satisfied and complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance, that the requirements of the Act be fully complied with as an express condition of the formation of a binding and enforceable contract by and between the parties.

Buyer and Seller acknowledge by their signatures below that they have read and understand the provisions of this agreement.

Lead-based paint information can be obtained by contacting the National Safety Council's National Lead Information Center (1-800-424-5323).

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## 2. **PROPERTY INSPECTION: (\*)**

A. General Terms: Buyer has the right, subject to Seller's written acceptance, to make the offer to purchase contingent upon an inspection of the Property. The inspections will be performed by a professional engineer, expert or inspection specialist of Buyer's choice, at Buyer's risk of damage to the Property, and at Buyer's expense. Buyer has the right to be present during any inspection of the Property. Separate inspection addenda shall set forth the scope of the inspection and shall include provisions regarding the timely completion of the inspection and the delivery of inspection results as well as the mechanism or procedure to be followed by Buyer and Seller in responding to situations or conditions objected to by Buyer. The Brokers and Sales Associates may, if requested, provide information regarding inspection service companies available and fees charged.

### B. Scope of the Property Inspections:

1. Inspection of the Structural Components: Buyer may wish to have an inspection for the purpose of determining the physical condition of the following items or systems now present on the Property and included in the purchase price: heating, plumbing, electrical and air cooling and/or filtering systems; roof and roof components, structural components and foundation and basement insofar as water penetration is concerned.

2. Other Property Characteristics to Be Considered: There may be a number of property characteristics which could affect the suitability of the Property for Buyer's intended use. Brokers and Sales Associates are not generally aware of these characteristics and/or do not have the technical knowledge to advise Buyer of the significance of these characteristics. Therefore, Buyer may wish to have additional inspections of the Property made. The following information is provided to assist Buyer in making an informed decision regarding the scope of any additional inspections.

a. Environmental Considerations: Hazardous Materials: There are hazardous materials which could affect the Property. Hazardous materials include, but are not necessarily limited to, petroleum products, cleaning chemicals, paint and lead-based paint (See Section 1), lawn and garden chemicals, urea formaldehyde foam insulation (UFFI), asbestos, toxic mold, contamination affecting soil and drinking water, electromagnetic fields from high tension wires, interior pollutants from improper ventilation, including the presence of radon gas in excess of EPA standards, the proximity of landfills and disposal sites, and the presence of underground storage tanks. Additional information regarding these substances is available from the U.S. Environmental Protection Agency (EPA) at (202) 546-4111 or [www.epa.gov/epahome/hotline.htm](http://www.epa.gov/epahome/hotline.htm) and/or the Maryland Department of the Environment at (410) 537-3000 or [www.mde.state.md.us](http://www.mde.state.md.us).

b. Fire Retardant Treated Plywood Used in Construction: In some instances, the use of fire retardant treated (FRT) plywood as roof sheathing has resulted in the loss of wood strength through thermal degradation. The extent of such degradation depends upon the particular fire retardant treatment used, the temperature levels in the roof and attic system and the degree of moisture present in the roof and attic system. Additional information regarding fire retardant treated plywood is available from the National Association of Homebuilders Research Center at [www.toolbase.org](http://www.toolbase.org).

c. Waters of the U.S.: Jurisdictional Wetlands: If all or a portion of the Property has been designated tidal or nontidal wetlands, the approval of both the federal and state government may be necessary before a building permit for either new construction or expansion or improvement of existing structures can be issued for the Property. Additionally, the future use of existing improved properties may be restricted. Additional information regarding wetlands is available from the U.S. Army Corps of Engineers, Regulatory Branch (410) 962-3670 and the Maryland Department of National Resources, Tidal Wetlands Division (410) 537-3837 and the Nontidal Division (410) 537-3768.

d. Airport Noise Zone: If all or a portion of the Property is located in the vicinity of an airport, Buyer may wish to review an airport noise zone map if available.

e. Flood Plain: (\*) The Property or part of the Property could be located in an area established by the government as a "flood plain". If the property is located in a flood plain, flood insurance could be required by the mortgage lender as a condition for granting a mortgage. Construction on the Property could be prohibited or restricted.

## 3. **CONSUMER DISCLOSURES:**

### A. Disclosures Required by the State of Maryland:

1. Agency Disclosures and Acknowledgment: (\*) Buyer and Seller acknowledge that prior to entering into this Contract they have been fully informed in writing of the agency relationships which the Brokers and Sales Associates involved in this sale have with Buyer and with Seller and, in addition, Buyer and Seller have provided written consent to those agency relationships.

2. Homeowners Association and/or Condominium Law and Private Agreements: (\*) If the Property is a part of a development subject to the imposition of mandatory fees as defined by the Maryland Homeowners Association Act, and/or a condominium unit, and/or subject to private maintenance agreements, Seller will make the necessary disclosures by additional attached addendum.

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3. Newly Constructed Residence: (\*) a) New Home Warranty Security Plan: If the Property is a newly constructed dwelling, Maryland law requires that Seller/Builder provide Buyer with a written statement concerning the presence or absence of a New Home Warranty Security Plan approved by the State of Maryland (addendum will be attached); b) Insulation: Seller/Builder must inform Buyer of the location, type, and thickness (R factor) of insulation used in the walls and roof of newly constructed residences. c) Water/Sewer Service: The Property may be subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or waste water facilities constructed by the developer in the subdivision. This fee or assessment may be payable annually. Seller will provide Buyer with detailed written disclosure of the amount of the fee, the duration of the charge, and any right to prepay or discount the fee.

4. Forest Conservation: The Maryland Forest Conservation Act requires that any person making an application for a development, subdivision, site plan, building or grading or sediment and erosion control permit for an area greater than 40,000 sq. ft. must complete forest stand delineation and forest conservation plans. These plans require preparing and filing extensive documents and payment of certain deposits/fees. Consult the appropriate office of the local government for details.

5. Agriculturally Assessed Property/Mandatory Sludge Notice: If the subject Property is agriculturally assessed, the Purchaser is given the following notice: "Under § 9-241 of the Environment Article of the Annotated Code of Maryland, the Department of the Environment is required to maintain permanent records regarding every permit issued for the utilization of sewage sludge, including the application of sewage sludge on farm land. A prospective buyer has the right to ascertain all such information regarding the property being sold under this transaction."

6. Real Property Tax Escrow Notice: Pursuant to the State of Maryland Annotated Code, Tax Property Article § 10-204.3, a property owner may elect to pay real property taxes on an annual or semi-annual basis. Buyer(s) is advised to convey to their settlement attorney whether they wish to pay real property taxes annually or semi-annually.

B. Disclosures Required by Anne Arundel County:

**1. REQUIRED NOTICE - ANNE ARUNDEL COUNTY LAND-USE PLANS. The Buyer fully understands that in order to become more fully informed of the current and future land-use plans, facility plans, public works plans, school plans, or other plans affecting the property or area, the buyer should consult the appropriate County agency or County Internet web site for information regarding these plans.** This notice is required under Section 10-703 of the Real Property Article, Annotated Code of Maryland, for any Contract of Sale for single family residential real property in Anne Arundel County which is improved by four or fewer single family units. Local laws requiring disclosure to home buyers of substantially similar information, if any, shall prevail over this notice requirement. ([www.aacounty.org](http://www.aacounty.org))

**2. ANNAPOLIS HISTORIC DISTRICT ONLY-REQUIRED NOTICE-CITY OF ANNAPOLIS-Property is located in the Historic District as defined by Annapolis City Code Section 21.56.030. Buyer should visit the website of the Historic Preservation Commission to learn about the various requirements that apply to properties located in the District. ([www.annapolis.gov](http://www.annapolis.gov))**

\_\_\_\_\_ Buyer \_\_\_\_\_ Buyer \_\_\_\_\_ Seller \_\_\_\_\_ Seller

3. **PROPERTIES LOCATED WITHIN ANNAPOLIS CITY LIMITS** are subject to a city tax in addition to the Anne Arundel County property tax.

4. **"Impact Fees"** are authorized in Anne Arundel County.

5. **NOTICE – WATERFRONT PROPERTY.** If this property is, or appears to be, "waterfront" property, Buyer will rely on Buyer's own surveyor and title expert to ascertain the extent of any riparian rights or other rights of water access that inure to the owner of the Property.

**Water rights/riparian rights:** If representation is made that certain water rights or privileges exist, details will be provided by attached addendum.

6. **NOTICE – CHESAPEAKE BAY CRITICAL AREA.** If Anne Arundel County or the State has initiated enforcement action for a violation of a local law described in § 5-106(BB) (1) of the courts and judicial proceedings Article, a contract for sale of the real property where the violation occurred shall disclose:

- (I) The nature of the violation;
- (II) The status of any ongoing proceedings to enforce the violation; and
- (III) Any actions the buyer of the real property may be required to take with respect to the property in order to cure the

violation.

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7. **NOTICE – AIRPORT NOISE.** Buyer understands that Property may be located within the designated airport noise zone of the Baltimore-Washington International (BWI) Airport or other airport facility. Property may, now or in the future, be subject to over-flights of air traffic to and from that facility and experience cumulative day-night noise levels of 65 decibels or greater. Properties in an airport noise zone may be subject to zoning restrictions affecting new development or new uses of property without a zoning variance from the Board of Airport Zoning Appeals, as per Title 5 Subtitle 8 of the Transportation Article, Annotated Code of Maryland. A 24 hour “Noise Hotline” (410-859-7021) and Airport Noise Zone Map are available from the Maryland Aviation Administration, Maryland Department of Transportation. (Phone numbers are subject to change without notice). Buyer may obtain additional information regarding existing or planned airport facilities from Anne Arundel County authorities.

8. **NOTICE – HOMEOWNERS INSURANCE.** Buyer understands that an insurance provider may decline to insure, or change a premium rate to insure, this property if there has been prior insurance claim(s) against the property. Buyer will rely on Buyer’s own insurance provider to ascertain the approximate cost to insure Property.

**THE FOLLOWING PARAGRAPHS APPLY ONLY IF BOTH BUYER(S) AND SELLER(S) INITIAL THEM:  
Please check appropriate box or boxes and provide required information:**

9. Owner(s) states that the property herein described is NOT subject to any Public or Private Front Foot Benefit Assessment and/or Capital Facilities Assessment.

Owner(s) states that the herein described property is subject to Capital Facilities Assessment/Front Foot Benefit Assessment of \$ \_\_\_\_\_ per \_\_\_\_\_ payable to Anne Arundel County.

Each contract for the sale of real property in Anne Arundel County served by public water or wastewater facilities constructed as a result of an agreement permitted by Article 13 § 5-111 of the Anne Arundel Code shall contain a notice to the purchaser in substantially the following form:

NOTICE TO PURCHASERS OF REAL ESTATE IN ANNE ARUNDEL COUNTY. This property is subject to a fee or assessment which purports to cover or defray the cost of installing or maintaining all or part of the public water or wastewater facilities constructed by the developer of the \_\_\_\_\_ subdivision. This fee or assessment is (amount) \$ \_\_\_\_\_ payable annually in (month) \_\_\_\_\_ to \_\_\_\_\_ (Hereinafter called “lienholder”) until (date) \_\_\_\_\_. There may be a right of prepayment or discount for early payment which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lien holder and each owner of this property and is not in any way a fee or assessment by Anne Arundel County.

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

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

10. **NOTICE – RADIUM IN WELL WATER.** According to the Anne Arundel County Department of Health, studies indicate that the radium level in some areas of Anne Arundel County, Maryland, exceed the level established by the U.S. Environmental Protection Agency for drinking water, as described in *Radium in Well Water Information Sheet*. The radium level in well water may be determined through specific testing conducted by County Health authorities or by an environmental testing firm approved by County Health authorities. Buyer and Seller acknowledge receiving *Radium in Well Water Information Sheet and Map – Testing Area for Gross Alpha and Radium*.

11. **REQUIRED NOTICE – SPECIAL TAX DISTRICT.** Each year the buyer of this property must pay a special assessment or special tax imposed under Article 4, Title 8, of the Anne Arundel County Code, as of Contract of Sale date. The special assessment or special tax on this property amounts to \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) each year; as of (date of each scheduled increase) \_\_\_\_\_, the assessment or tax may increase to (maximum amount or method for determining the same) \_\_\_\_\_. For further information on this assessment or tax, Buyer may contact the County Office of Finance. An increase in any special assessment, special tax, fee or charge is likely to occur in the foreseeable future but the timing or amount of the increase is not certain.

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**4. GENERAL PROVISIONS: (\*)**

A. Suitability of Property for Specific Use: (\*) Buyer, by submission and acceptance by Seller of a specific contingency clause, has the right to ascertain that the Property will meet a specific purpose or can be adapted to a specific use.

B. Certifications: Depending on the type of mortgage applied for by Buyer, lender may require certain certifications that relate to major structural components of the Property or require inspections/appraisals that certify that the Property is free of specific hazards or conditions. Buyer and Seller agree to cooperate in the production of said certificates. Unless otherwise required by law, costs of inspections/certifications will be paid by appropriate party.

C. Credit Reports and Financial Data Sheets: The Seller acknowledges that the content, and accuracy and completeness of any financial information concerning the Buyer submitted in conjunction with the Contract of Sale will be considered to be the sole and exclusive representation of the Buyer. Unless expressly stated to the contrary the real estate licensees involved in the transaction have neither verified nor investigated the financial information provided by Buyer.

D. Settlement/Title Agent: Buyer selects \_\_\_\_\_ ("Settlement/Title Agent") to conduct the settlement. Said Settlement/Title Agent shall order the title exam and survey (if required).

**Buyer to Initial:** \_\_\_\_\_

E. Insurance (\*) "Homeowner's" insurance (property, casualty and liability insurance) protection for the buyer will be required by a mortgage lender and/or in any case is strongly recommended. Issuance of such insurance will require that the Buyer submit an application and may require an inspection of the property by a representative of the insurance company. Buyer is advised to communicate with an insurance company before final settlement to confirm that the required insurance policy will be issued and that the cost of the policy is within the range anticipated by the Buyer.

F. Release of Deposit: In the event the purchase transaction is not consummated, in accordance with Maryland law, deposits held in escrow by Coldwell Banker Residential Brokerage generally will not be released absent written agreement of the parties to the contract of sale or a court order.

**PLEASE NOTE: AN ASTERISK (\*) INDICATES THAT AN ADDITIONAL WRITTEN ADDENDUM PERTINENT TO THE SUBJECT MAY BE REQUIRED FOR THE CONTRACT OF SALE TO BE FULLY ENFORCEABLE.**

**Buyer and Seller by their signatures below confirm that they have read and that they understand and accordingly agree to the provisions of this General Addendum, including all information contained in the following paragraphs:**

1. Consumer Disclosure Required by Federal Law
2. Notice of Buyer's Right to Include a Contingency for Property Inspection(s)
3. Consumer Disclosures Required by State and/or Local Law
4. Additional General Contract Provisions

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

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

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

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

\_\_\_\_\_  
Buyer's Email Address

\_\_\_\_\_  
Seller's Email Address



**SELLER CONTRIBUTION ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of sale  
between Buyer \_\_\_\_\_  
And Seller \_\_\_\_\_  
for Property known as \_\_\_\_\_, MD

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

In addition to any other amount(s) which Seller has agreed to pay under other provisions of the Contract, (example: origination/discount points, transfer/recordation tax, lender fees), Seller shall credit Buyer at the time of settlement with the sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of Purchase Price towards Buyer's settlement costs. It is Buyer's responsibility to confirm with lender that the entire credit provided for herein may be utilized. If lender prohibits Seller from payment of any portion of such credit, then said credit shall be reduced to the maximum amount allowed by lender.

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

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

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







### SURVEY OR BOUNDARY REPORT

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

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

1. This Contract of Sale is contingent upon Buyer obtaining a survey or other report (hereafter referred to as "survey") which physically determines the boundaries, configuration or size of the subject property.
2. The survey is to be performed by a registered surveyor or land engineer of Buyer's choice.
3. Seller hereby grants Buyer and surveyor or land engineer employed by Buyer permission to enter the property to perform the work required to produce the survey.
4. The survey is to be performed at Buyer's expense and at Buyer's risk of damage or disruption to the property or injury to any persons.
5. The results of said survey must be actually received by the Buyer on \_\_\_\_\_ ("Survey Deadline"). If the survey is not received by the Survey Deadline, and no extension of this period is arranged, then any rights otherwise available to the Buyer in accordance with the agreement will be considered to have been waived.
6. If the Buyer wishes to accept the survey as satisfactory, Buyer will so notify the Seller in writing within forty-eight (48) hours after receipt of survey. If no notice of acceptance is given, then acceptance of the survey by Buyer will be implied.
7. If, however, the Buyer is dissatisfied with the survey report then Buyer must, within forty-eight (48) hours of receipt of said report, declare his dissatisfaction in writing to the Seller. Buyer will provide Seller with a copy of said survey.
8. At the time of declaring dissatisfaction with the survey Buyer has the sole option of declaring this contract null and void.
9. Any adjustment of the sale price based on the survey will require an additional, expressed addendum to this Contract of Sale.
10. In the event the Buyer exercises the right to declare the Contract of Sale null and void then all monies on deposit will be disbursed in accordance with the Deposit(s) paragraph of the Contract of Sale.

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

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

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

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



### PROPERTY INSPECTIONS 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.

Only those sections of Paragraph #3 below (A, B, C, D, E, F) initialed by both Buyer and Seller shall apply to this Property Inspection Addendum.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of any inspection(s) selected below is to discover significant and material defects or adverse or dangerous conditions, if any, of the components and systems of the property, and any other items identified in the subsections below. The future condition and performance of the above systems and components are not warranted by Seller or inspector and are not to be considered subject to this Addendum.

This Addendum and the inspection(s) provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

**2. SELLER'S OBLIGATION UNDER OTHER PROVISIONS OF CONTRACT:** This Addendum does not affect Seller's obligations under the "Condition of Property and Possession" paragraph of the Contract.


**3. ITEMS TO BE INSPECTED:**

**A. Structural and Mechanical:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified professional engineer, licensed home inspector, or other expert selected by Buyer. Such inspection shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ ( \_\_\_\_ ) days from the Date of Contract Acceptance. Inspection may include, but is not limited to, foundations and/or basement (including chronic water penetration), floor systems, ceilings, doors and windows, roof, insulation, exterior and interior wall systems, decks, porches, garages, plumbing, and electrical systems, heating and cooling systems and components, appliances, and mechanical equipment, and also other items as noted:

\_\_\_\_\_.

**B. Mold:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the structures, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ ( \_\_\_\_ ) days from the Date of Contract Acceptance.

 Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_ 

C. **Environmental:** Buyer, at Buyer's expense, has the right to have the Property inspected by a qualified expert selected by Buyer. Such inspection shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. Inspection(s) may include, but are not limited to, the presence of asbestos, existence and integrity of underground oil/gasoline tanks, presence of solvents/paint thinners, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), polybutylene piping, mold spores, and other items if noted:

Note: a separate Lead-Based Paint Hazard Inspection Addendum must be attached in order for this Contract to be contingent upon a lead-based paint risk assessment or inspection.

D. **Radon:** Buyer, at Buyer's expense, has the right to have the Property tested for radon in accordance with Environmental Protection Agency (EPA) testing protocols to determine whether the radon level (or average radon level if the test results are reported as an integrated average over time) equals or exceeds the action level as determined by the EPA. Such testing shall be completed and in the event the radon level equals or exceeds the EPA action level, a copy of the test results together with a separate written statement indicating what corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.

E. **Chimney Inspection:** Buyer, at Buyer's expense, has the right to have the Property's chimney(s), flue(s), and fireplace(s) inspected by a qualified expert, selected by Buyer, to determine safety and structural soundness. Such inspection shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to the Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance. Buyer and Seller understand that the chimney(s), flue(s), and fireplace(s) may need to be cleaned in order to perform said inspection, and Seller hereby authorizes Buyer to instruct inspector to clean systems if needed, at Buyer's expense.


F. **Additional Inspection(s):** Buyer, at Buyer's expense, has the right to have the Property inspected for \_\_\_\_\_. Such inspection(s) shall be completed and in the event defects are found, a copy of the entire inspection report shall be submitted to Seller, together with a written statement indicating what items in the report are considered unsatisfactory and what corrective action is required, within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance.

Note: Termite and other wood destroying insect infestation inspection terms are governed by the Wood Destroying Insect Inspection paragraph of the Contract.

4. **RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor 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. 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 the inspection(s).

5. **INSPECTION REPORT PROCESS:** The following terms shall apply to EACH initialed inspection contingency in Paragraph 3 above:

 Buyer \_\_\_\_\_/\_\_\_\_\_

Seller \_\_\_\_\_/\_\_\_\_\_ 

**A. Waiver of Buyer’s Right to Terminate Contract**

If, within the time period specified, Buyer fails to have inspection performed, or if Buyer pursuant to paragraph 5.C. below fails to submit entire inspection report to Seller along with a separate written statement indicating what items identified in the report are considered unsatisfactory, and what corrective action is requested, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or request corrective action pursuant to the provisions of this Addendum. If Buyer elects not to request corrective action from Seller as a result of an inspection, Buyer shall not be required to submit a copy of the inspection report to Seller.

**B. Buyer’s General Right to Terminate Contract**

**NOTICE: THIS PARAGRAPH 5.B. SHALL NOT APPLY UNLESS INITIALED BY BOTH BUYER AND SELLER. If this Paragraph 5.B. is initialed only by the Buyer, then no binding contract shall be deemed to have been formed by and between the parties, even if this Addendum has been signed by both Buyer and Seller, unless Seller shall delete this Paragraph 5.B. by strike-through, duly initialed by Seller, which deletion shall be deemed to be a counter-offer by the Seller to the Buyer for acceptance by the Buyer. If the Buyer wishes to accept the deletion of this Paragraph 5.B., then Buyer shall evidence such acceptance by initials of the Buyer.**

Buyer, upon written notice to the Seller given within the time period specified for each inspection contingency, shall have the unconditional right to terminate the Contract for no stated reason, based upon Buyer’s general dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

Buyer: \_\_\_\_\_ / \_\_\_\_\_                      Seller: \_\_\_\_\_ / \_\_\_\_\_


**C. Buyer’s Specific Right to Terminate Contract**

**NOTICE:** This paragraph 5.C. shall apply in the event paragraph 5.B. is not initialed by both Buyer and Seller OR if paragraph 5.B. is initialed by both Buyer and Seller but Buyer elects not to terminate the Contract pursuant to paragraph 5.B.

Within five (5) days from receipt of notice from Buyer of an unsatisfactory inspection report, Seller shall notify Buyer in writing whether Seller, at Seller’s expense, will repair or correct all, some, or none of the items noted by Buyer. If Seller elects to repair or correct all of the stated unsatisfactory conditions, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement, all of the unsatisfactory conditions noted by Buyer.

If Seller elects to repair or correct only some, or none, of the unsatisfactory conditions, or fails to respond within the five (5) day period, Buyer, by written notice to Seller given within two (2) days of receipt of Seller’s notice, or from the date that such written notice was to have been provided by Seller, may elect either to terminate the Contract or waive the right of repair or correction of any unsatisfactory conditions which Seller will not repair or correct. If Buyer elects to terminate the Contract, the Contract shall become null and void; and the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract. If Buyer waives the right of repair or correction of the condition which Seller will not repair or correct, or if Buyer, within two (2) days of receipt of Seller’s notice, fails to notify Seller of Buyer’s election to either terminate the Contract or to waive the right to repair or correct any unsatisfactory conditions which Seller will not repair or correct, the Contract shall remain in full force and effect; and Seller shall repair or correct, in a good and workmanlike manner and prior to settlement all of the unsatisfactory conditions which Seller agreed to repair or correct.

 Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_ 

- 6. **REPAIRS, CORRECTION, RE-INSPECTION:** Seller agrees to complete repairs in sufficient time for Buyer to inspect prior to settlement. Buyer shall have the right to inspect the Property upon the completion of repairs or corrective action by Seller to confirm that Seller has performed, in a good and workmanlike manner, all of the repairs and corrective action, which Seller agreed to perform.
- 7. **DAMAGE TO PROPERTY:** If Buyer or Buyer's agents or contractors damage the Property during the exercise of Buyer's rights under this Addendum, Buyer shall immediately reimburse Seller for all costs incurred in correcting such damage.

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

Buyer Signature	Date	Seller Signature	Date
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Buyer Signature	Date	Seller Signature	Date
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Draft

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### RADON TEST ADDENDUM

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

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

**IF APPLICABLE, THIS ADDENDUM SUPERSEDES ANY CONFLICTING LANGUAGE IN THE MAR "PROPERTY INSPECTIONS ADDENDUM".**

1. Notice to Buyer Regarding Radon

Studies have shown that extended exposure to high levels of radon can adversely affect your health. Various government agencies have found levels of naturally occurring radon in some areas which exceeds levels at which remedial action is recommended. (NOTE: 4 picocuries (pCi/L) or more is the action level recommended by the authoritative agencies, reference: "Home Buyers and Seller's Guide to Radon ©, EPA, March 1993." There are radon testing firms that have equipment to detect elevated levels of radon in a property. There are contractors listed with the National Environmental Health Association, (NEHA) who can recommend actions to be taken to decrease concentrations of radon within a property. Buyer is advised to contact the National Environmental Health Association (NEHA) or The National Safety Council (1-800-767-7236) for additional information.

*The real estate agent(s) who have participated in the sale of this property are not qualified to evaluate this very complex subject and are unable to advise Buyer with regard to any concerns that Buyer may have about the possible presence of radon in the property. It is recommended that Buyer conduct Buyer's own investigation pertaining to existing radon levels.*

2. Buyer's Rights to Test for Presence of Radon

Buyer shall have the right for a period of ( \_\_\_\_\_ ) calendar days from the date of this Contract acceptance to obtain, at Buyer's expense, test results of a radon test of indoor air conducted in accordance with established NEHA procedures by a radon testing firm listed with the NEHA. Not later than forty-eight (48) hours from receipt of the test results, Buyer shall deliver a copy of the test results to Seller.

3. Test Results and Remediation

If the radon level (or average radon level of the test results are reported as an integrated average over time) is *less than*  4  pCi/L, this contingency shall be deemed satisfied.

**If the radon level equals or exceeds the level indicated above:**

SELECT A or B BELOW, CHECK ONE BOX (If no box is checked, Box B will apply).

[      ] A. Buyer shall have the option to declare the Contract null and void, in which event the Deposit shall be returned to Buyer pursuant to the "Deposit" Paragraph of the Contract. Buyer's written election to declare the Contract null and void must be exercised not later than five (5) calendar days after Buyer's receipt of the test results. In the event Buyer fails to notify Seller of Buyer's election to declare the Contract null and void within the time herein provided, said right to declare the Contract null and void shall be deemed to have been waived by Buyer and the Contract shall remain in full force and effect.

[      ] B. Seller, at Seller's expense and, subject to the following terms, shall have remedial action taken by a contractor certified/approved by the NEHA or the appropriate State agency, in accordance with EPA standards, to reduce the level of radon to less than the level indicated in Paragraph. Proof of performance test results shall be delivered to Buyer ten (10) calendar days prior to settlement by Seller. Any additional testing will be at the expense of Buyer. If the estimated cost of such remedial action exceeds \_\_\_\_\_ (\$                     ) or 1% of the sale price, whichever is less, Seller may cancel the Contract upon written notice to

Buyer. The notice from Seller to Buyer of Seller's intent to cancel the Contract shall contain a copy of the written estimate and shall be delivered to the Buyer within seven (7) days of Seller's receipt of the test results from Buyer. However, Buyer, at Buyer's election, and upon written notice to Seller, not later than forty-eight (48) hours following receipt by Buyer of the written notice from the Seller of the Seller's intent to cancel the Contract, can agree to pay the excess cost of remediation, in which event the Contract shall remain in full force and effect. If the Buyer elects not to pay the excess cost of remediation, the Contract shall be null and void and, in such event, the Deposit shall be distributed in accordance with the "Deposit" Paragraph of the Contract of Sale.

4. Cooperation by Seller

Seller understands that the accuracy of any radon test is dependent, in part, upon adherence to certain testing procedures. Accordingly, Seller shall cooperate with the radon testing firm to ensure the accuracy of the radon test and shall allow the radon testing firm reasonable access to the Property.

5. Representation by Seller

If Seller has any report regarding the presence of radon in the Property, a copy of such report will be provided to Buyer within forty-eight (48) hours after final execution of the Contract of Sale.

6. Information for Buyer

Naturally occurring radon gas may be present throughout the State. The levels of radon gas will vary and are dependent, in part, upon certain geological factors. Some areas may be subject to a more frequent incidence of radon gas in excess of the minimum NEHA action levels because of the underlying geological composition of such areas. For information regarding the specific potential for radon gas in the neighborhood in which the property is located, you should contact the appropriate local or state agency.

7. Notices:

Notice to Buyer shall be sufficient and the time of notice shall be established when delivered to \_\_\_\_\_ (Buyer's Address or other designated person/address) or when delivered to Buyer's agent (if applicable). Notice to Seller shall be sufficient and the time of notice shall be established when delivered to \_\_\_\_\_ (Seller's Address or other designated person's address) or when delivered to Seller's agent (if applicable). A copy shall also be delivered to the Listing Agent.

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

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

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

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

CBRB XD145AI (05/07)



**WATER QUALITY AND/OR YIELD ADDENDUM**  
**(NOT FOR USE IN BALTIMORE COUNTY)**

Buyer(s): \_\_\_\_\_

Seller(s): \_\_\_\_\_

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

1. NOTICE: There are several types of water tests available. The County in which the Property is located, by law, does not require as condition for resale of real property, that the existing water supply be tested. Buyer and Seller acknowledge that lender(s) may require one or more water tests, as a condition to making a loan to Buyer.

2. CONTRACT CONTINGENT ON FOLLOWING WATER TESTS: Unless Buyer has signed the Waiver and Release appearing below, the Contract of Sale is hereby expressly made contingent upon (**check one or more than one**):

\_\_\_\_\_ A. A water flow which yields a minimum rate of one gallon per minute or \_\_\_\_\_ gallons per minute measured in accordance with acceptable industry standards; and/or

\_\_\_\_\_ B. The receipt of a certificate from a qualified testing laboratory stating that the chemical and bacteriological content of the water renders it safe for human consumption; and/or

\_\_\_\_\_ C. The receipt of a certificate from a qualified testing laboratory stating that the content of the following in the water renders it safe for human consumption (**check one or more than one**):

\_\_\_\_\_ Radium

\_\_\_\_\_ Lead

\_\_\_\_\_ Other:

**The tests as provided under this paragraph shall be conducted regardless of whether the Contract of Sale is subject to a financing contingency and regardless of whether a lender selected by Buyer waives or does not require one or more of the tests.**



- 3. **ADDITIONAL PROVISIONS:** The tests set forth above shall be ordered and paid for by Buyer, and they shall be performed by a qualified testing laboratory and results obtained on or before \_\_\_\_\_ (date).

If test result(s) is/are not satisfactory to Buyer, Buyer shall notify Seller in writing within five (5) days following receipt of the non-satisfactory test result(s), and shall provide Seller a copy of any written test result(s). Seller, within five (5) days of receipt of written notice from Buyer regarding non-satisfactory test results, shall obtain contractor estimate(s) of correction and provide same to Buyer.

If the cost of correction, according to the estimate(s), does not exceed 1% of the purchase price or \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), Seller shall correct any contamination prior to settlement, at Seller's expense.

If the estimated cost of correction exceeds the above amount, Seller, at Seller's option, upon written notice to Buyer, may declare the Contract null and void and of no further force and effect, unless Buyer agrees, in writing, to pay for the cost of correction exceeding the above amount, then the Contract shall remain in full force and effect. Seller's notification shall be communicated in writing to Buyer, with copy(ies) of contractor estimate(s) of correction, within five (5) days from receipt of Buyer's notice of non-satisfactory test result(s). Within five (5) days from receipt of Seller's notification, Buyer shall respond to Seller in writing. If Seller does not notify Buyer, in writing, of Seller's decision within five (5) days from receipt of Buyer's notice of non-satisfactory test result(s), Buyer may, at Buyer's option, pay for the cost of correction exceeding the amount above. If Buyer does not agree to pay for the cost of correction exceeding the above amount, Buyer upon written notice to Seller, may declare the Contract null and void and of no further force and effect.

- 4. **TERMINATION:** If the Contract is terminated by either party, in accordance with this Addendum, the Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

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

_____	_____	_____	_____
Buyer	Date	Seller	Date
_____	_____	_____	_____
Buyer	Date	Seller	Date

**WAIVER AND RELEASE**

**(To be executed only if Buyer has elected NOT to test water system)**

Buyer hereby acknowledges that Buyer has received, read and understands the above notice and that Buyer hereby specifically and voluntarily elects NOT to conduct any water tests and to waive the contingencies set forth above, with the full knowledge that such waiver may not be in Buyer's best interest. By the execution of this Waiver and Release, Buyer agrees and warrants, forever, to release, waive, relinquish and forbear any and all claims or causes of action against the Seller or the Brokers arising from the water supply system and shall indemnify and hold Seller and the Brokers harmless from all such claims, causes of action, judgments or damages resulting from any deficiency in the quantity or quality of the water provided by said system.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Draft



**ON-SITE SEWAGE DISPOSAL SYSTEM (OSDS)  
INSPECTION AND TEST ADDENDUM**

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

**NOTICE: On-site sewage disposal system inspections and inspectors are subject to State of Maryland Department of the Environment (MDE) guidelines. Persons hiring on-site sewage disposal system inspectors should obtain proof that the inspector has satisfied the MDE requirement. Prior to entering into a contract for inspection services, a full disclosure and explanation of types of available sewage disposal inspection tests, possible effects on the property, and expected costs should be obtained from the inspector. The inspector should be able to provide evidence of insurance or bond to cover liability in the event the property is damaged as a result of such inspection(s) and test(s).**

**AGREEMENT:**

This Contract is contingent upon an inspection of the private on-site sewage disposal system by an individual who has completed a MDE approved course as required by law.

Said inspection shall be performed and the results obtained within \_\_\_\_\_ (\_\_\_\_) days from the Date of Contract Acceptance (the "Inspection Period"). Said inspection shall be performed at Buyer's expense and at Buyer's sole risk of damage to the property. Seller shall make the property accessible and will cooperate with Buyer in arranging for the inspection within the Inspection Period.

In the event repairs are required to correct deficiencies noted by the inspector, Buyer shall notify Seller in writing. Such notice shall be accompanied by a copy of the inspection report. This contingency shall be considered satisfied by the Buyer and of no further effect unless Buyer shall deliver the notice of such required repairs to Seller within the Inspection Period.

In the event repairs are required, Seller shall pay the cost of repairs. If the cost of repairs exceeds \$ \_\_\_\_\_, Seller, at Seller's election, may declare this Contract null and void upon written notice to Buyer within five (5) days of Seller's receipt of Buyer's written notice of required repairs.

Upon receipt of Seller's written notice to declare this Contract null and void, Buyer, at Buyer's election, may agree to pay the cost of repairs in excess of the amount stated in the previous paragraph, upon written notice to Seller within (5) calendar days of receipt by Buyer of Seller's written notice of Seller's election to declare the Contract null and void. In such event, this Contract shall remain in full force and effect.

If this Contract is terminated based upon this inspection contingency, the deposit shall be disbursed in accordance with the Deposit Paragraph 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

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**LEAD-BASED PAINT HAZARD INSPECTION ADDENDUM**

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

This Contract is contingent upon and subject to a risk assessment or inspection of the Property by Buyer, at Buyer's expense, for the presence of lead-based paint and/or lead-based paint hazards in the interior or exterior of the main dwelling. The risk assessment or inspection of the Property shall be made by an individual certified by the Maryland Department of the Environment to conduct such assessment or inspection and shall be completed within ten (10) days from the Date of Contract Acceptance (or such other date as shall be mutually agreed upon between Buyer and Seller). Within five (5) days from the date of the Buyers receipt of the risk assessment or inspection report, Buyer shall deliver to Seller a copy of the risk assessment report or inspection report together with a written itemization of specific existing lead-based paint hazards and corrective action required to abate such lead-based paint hazards. Within five (5) days from the receipt of the report and written itemization from Buyer, Seller, at Seller's option and expense, may elect, upon written notice to Buyer, to correct the itemized existing lead-based paint hazards prior to settlement. If Seller elects to correct the condition(s), Seller shall furnish Buyer with written certification from an individual certified by the Maryland Department of the Environment demonstrating that the condition(s) has been remedied prior to the date of settlement. In the event Seller does not elect within the time period specified to make repairs, Buyer, upon written notice to Seller, may either:

1. declare this Contract null and void and of no further legal force and effect, **or**
2. upon written notice to Seller, remove this contingency and proceed to settlement, in which event the Buyer shall purchase the Property subject to existing lead-based paint and/or lead-based paint hazards and this Contract shall remain in full force and effect.

Written notice to Seller of Buyer's election to either terminate this Contract of Sale or to proceed to settlement shall be made within ten (10) days following the Seller's receipt of the report and written itemization from Buyer; or this Contract, without further notice, shall be null and void and of no further force and effect. Buyer unilaterally may remove this contingency at any time without cause upon written notice to Seller. In the event this Contract is terminated under the terms of this Addendum, the deposit shall be disbursed in accordance with the Deposit Paragraph 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

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## EPA AND HUD REAL ESTATE NOTIFICATION AND DISCLOSURE RULE QUESTIONS AND ANSWERS REGARDING LEAD-BASED PAINT HAZARDS

### The Rule

**Q: What is the purpose of this rule and who is affected?**

**A:** To protect the public from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X. Section 10 18 of this law directed HUD and EPA to require disclosure of information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978. The rule would ensure that purchasers and renters of housing built before 1978 receive the information necessary to protect themselves and their families from lead-based paint hazards.

**Q: When does the rule take effect?**

**A:** The rule's effective date depends on the number of housing units owned.

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

### Affected Housing

**Q: What type of housing is affected by this rule?**

**A:** This rule applies to all housing defined as target housing, which includes most private housing, public housing, housing receiving federal assistance, and federally owned housing built before 1978.

**Q: What type of housing is not affected by this rule?**

**A:** Housing that is not affected by this rule includes:

- 0-bedroom dwellings, such as lofts, efficiencies, and studios.
- Leases of dwelling units of 100 days or fewer, such as vacation homes or short-term rentals.
- Designated housing for the elderly and the handicapped unless children reside or are expected to reside there.
- Rental housing that has been inspected by a certified inspector and is found to be free of lead-based paint.

**Q: How does this rule apply to housing common areas such as stairwells, lobbies, and laundry rooms?**

**A:** Common areas are those areas in multifamily housing structures that are used or are accessible to all occupants. The rule requires that sellers and lessors disclose available lead information about common areas so that families can be informed about preventive actions.

**Q: Why doesn't this rule affect housing built after 1978?**

**A:** Congress did not extend the law to housing built after 1978 because the Consumer Product Safety Commission banned the use of lead-based paint in housing in 1978.

**Q: Is my home unsafe if it contains lead-based paint?**

**A:** Approximately three-quarters of the nation's housing built before 1978 contains some lead-based paint. This paint, if properly managed and maintained, poses little risk. If allowed to deteriorate, lead from paint can threaten the health of occupants, especially children under 6 years old. If families and building owners are aware of the presence of lead-based paint and the proper actions to take, most lead-based paint hazards can be managed. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides important information for families and home owners to help them identify when lead-based paint is likely to be a hazard and how to get their home checked

## **Seller & Lessor Responsibilities**

### **Q: What if I'm selling target housing?**

**A:** Property owners who sell target housing must:

Disclose all known lead-based paint and lead-based paint hazards in the housing and any available reports on lead in the housing.

- Give buyers the EPA pamphlet *Protect Your Family from Lead in Your Home*.
- Include certain warning language in the contract as well as signed statements from all parties verifying that all requirements were completed.
- Retain signed acknowledgments for 3 years, as proof of compliance.
- Give buyers a 10-day opportunity to test the housing for lead.

### **Q: What if I'm renting target housing?**

**A:** Property owners who rent out target housing must:

- Disclose all known lead-based paint and lead-based paint hazards in the home and any available reports on lead in the housing.
- Give renters the EPA pamphlet *Protect Your Family From Lead in Your Home*.
- Include certain warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
- Retain signed acknowledgments for 3 years, as proof of compliance.

### **Q: Am I required to give the EPA pamphlet *Protect Your Family From Lead in Your Home* to existing tenants?**

**A:** No, but when tenants renew their leases, you must give them the pamphlet and any available reports. In other words, you must give them the same information that you are required to provide new tenants.

### **Q: What if the buyers/renters don't speak English?**

**A:** In cases where the buyer or renter signed a purchase or lease agreement in a language other than English, the rule requires that the disclosure language be provided in the alternate language. The EPA pamphlet *Protect Your Family From Lead in Your Home* is printed in English and Spanish and will be made available to the public. EPA and HUD are considering publishing the pamphlet in other languages as well.

### **Q: Must I check my house for lead prior to sale?**

**A:** No. The rule does not require that a seller conduct or finance an inspection or risk assessment. The seller, however, is required to provide the buyer a 10-day period to test for lead-based paint or lead-based paint hazards.

### **Q: Is the seller required to remove any lead-based paint that is discovered during an inspection?**

**A:** No. Nothing in the rule requires a building owner to remove lead-based paint or lead-based paint hazards discovered during an inspection or risk assessment. In addition, the rule does not prevent the two parties from negotiating hazard reduction activities as a contingency of the purchase and sale of the housing.

### **Q: What if I know there is lead-based paint in my home?**

**A:** If you know there is lead-based paint in your home, you are required to disclose this information to the buyer or renter along with any other available reports on lead.

### **Q: What if the lessor knows that there is no lead-based paint in my rental housing?**

**A:** If your rental housing has been found to be free of lead-based paint by a certified inspector, this rule does not apply. However, landlords seeking an exclusion to this rule must use state certified inspectors. If your state does not have a certification program, you may use a certified inspector from another state. In addition, EPA is developing certification requirements for individuals and firms conducting lead-based paint inspections, risk assessments, and abatements.

## Agent Responsibilities

### Q: What are my responsibilities as an agent?

A: Agents must ensure that:

- Sellers and landlords are made aware of their obligations under this rule.
- Sellers and landlords disclose the proper information to lessors, buyers, and tenants.
- Sellers give purchasers the opportunity to conduct an inspection.
- Lease and sales contracts contain the appropriate notification and disclosure language and proper signatures.

### Q: What is the responsibility of an agent if the seller or landlord fails to comply with this rule?

A: The agent is responsible for informing the seller or lessor of his or her obligations under this rule. In addition, the agent is responsible if the seller or lessor fails to comply. However, an agent is not responsible for information withheld by the seller or lessor.

## Purchaser & Renter Rights

### Q: As a purchaser, am I required to conduct and finance an inspection?

A: No. The rule simply ensures that you have the opportunity to test for lead before purchase.

### Q: Can the inspection/risk assessment period be waived?

A: Yes. The inspection or risk assessment period can be lengthened, shortened, or waived by mutual written consent between the purchaser and the seller.

### Q: If I am renting, do I have the same opportunity to test for lead?

A: Under the law, the 10-day inspection period is limited to sales transactions, but nothing prevents the renter from negotiating with the lessor to allow time for an inspection before rental.

### Q: Where can I find a qualified professional to conduct an inspection?

A: State agencies can provide helpful information for locating qualified professionals in your area. The EPA pamphlet *Protect Your Family From Lead in Your Home* provides the phone numbers of these state agencies. It is important to verify the qualifications of individuals and firms before hiring them.

### Q: Must inspectors be certified?

A: Some cities and states have their own rules concerning inspector certification. These requirements, which may be administered at the state or federal level, may not be in place for several years. Once these requirements are in place, professionals who offer to perform lead-based paint inspections must be certified. The certification requirements that EPA is developing will ensure that inspectors engaged in lead-based paint activities have completed an EPA-certified training program or an EPA-approved state program. Meanwhile, EPA and HUD recommend that people inspect the qualifications and training of individuals and firms before hiring them to conduct risk assessments, inspections, or abatements.

## Liability

### Q: Does this rule increase my liability for future lead poisoning on my property?

A: In some cases, disclosure may actually reduce the owner's liability since occupants may be able to prevent exposure from the beginning. Under this rule, however, sellers, landlords, or agents who fail to provide the required notices and information are liable for triple the amount of damages.

### Q: Are mortgage lenders liable under these rules if the seller or lessor fails to disclose?

A: Under the disclosure regulation, the rule does not identify mortgage lenders as liable parties. This rule does not affect other state and federal provisions regarding the obligations and responsibilities of lenders.

### Q: What if a seller or lessor fails to comply with these regulations?

A: A seller, lessor, or agent who fails to give the proper information can be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties. Ensuring that disclosure information is given to home buyers and tenants helps all parties avoid misunderstandings before, during, and after sales and leasing agreements.

CBRB CB650NL (07/22/03)



Property Address: \_\_\_\_\_ Year Constructed \_\_\_\_\_

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Federal and Maryland State 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-base 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.

#### II. MARYLAND LEAD POISONING PREVENTION PROGRAM:

Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1950 which is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). Any residential dwelling constructed between 1950 and 1978, which is leased for residential purposes, may be registered with the MDE at the election of the owner.

Seller hereby discloses that the property:

1. **(Seller to initial applicable line)** \_\_\_\_\_ is currently registered in the Maryland Program  
 \_\_\_\_\_ is NOT currently registered in the Maryland Program





If the Property was constructed prior to 1950 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer shall be 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 shall be 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.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph:

\_\_\_\_\_ (BUYER)                      \_\_\_\_\_ (BUYER)

- 2. If the Property is already 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 which 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.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of this paragraph.

\_\_\_\_\_ (BUYER)                      \_\_\_\_\_ (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/Landlord	Date	Buyer/Tenant	Date
_____	_____	_____	_____
Seller/Landlord	Date	Buyer/Tenant	Date
_____	_____	_____	_____
Seller's/Landlord's Agent	Date	Buyer's/Tenant's Agent	Date



**MARYLAND HOMEOWNERS ASSOCIATION ACT  
NOTICE TO BUYER**

For resale of a lot within a development of ANY size  
OR for the initial sale of a lot within a development containing 12 or fewer lots,  
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM NUMBER \_\_\_\_\_ TO CONTRACT OF SALE  
BUYER(S) \_\_\_\_\_  
SELLER(S) \_\_\_\_\_  
PROPERTY \_\_\_\_\_

The following notice applies to members of the public who intend to occupy or rent a lot for residential purposes. Under the Maryland Homeowners Association Act (Act”), "lot" means any plot or parcel of land on which a dwelling is located or will be located within a development.

This sale is subject to the requirements of the Maryland Homeowners Association Act (“the Act”). The Act requires that the seller disclose to you, at or before the time the contract is entered into, or within 20 calendar days of entering into the contract, certain information concerning the development in which the lot you are purchasing is located. The content of the information to be disclosed is set forth in Section 11B-106(b) of the Act (“the MHAA information”) as follows:

- (1). A statement as to whether the lot is located within a development;
- (2). Fees:
  - (i). The current monthly fees or assessments imposed by the homeowners association upon the lot;
  - (ii). The total amount of fees, assessments, and other charges imposed by the homeowners association upon the lot during the prior fiscal year of the homeowners association; and
  - (iii). A statement of whether any of the fees, assessments, or other charges against the lot are delinquent;
- (3). The name, address, and telephone number of the management agent of the homeowners association, or other officer or agent authorized by the homeowners association to provide to members of the public, information regarding the homeowners association and the development, or a statement that no agent or officer is presently so authorized by the homeowners association;
- (4). A statement as to whether the owner has actual knowledge of:
  - (i). The existence of any unsatisfied judgments or pending lawsuits against the homeowners association; and
  - (ii). Any pending claims, covenant violations actions, or notices of default against the lot; and
- (5). A copy of:
  - (i). The articles of incorporation, the declaration, and all recorded covenants and restrictions of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and

Buyer \_\_\_\_ / \_\_\_\_

Seller \_\_\_\_ / \_\_\_\_

(ii). The bylaws and rules of the primary development, and of other related developments to the extent reasonably available, to which the buyer shall become obligated on becoming an owner of the lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

If you have not received all of the MHAA information 5 calendar days or more before entering into the contract, you have 5 calendar days to cancel the Contract after receiving all of the MHAA information. You must cancel the contract in writing, but you do not have to state a reason. The seller must also provide you with notice of any changes in mandatory fees exceeding 10 percent of the amount previously stated to exist and copies of any other substantial and material amendment to the information provided to you. You have 3 calendar days to cancel this contract after receiving notice of any changes in mandatory fees, or copies of any other substantial and material amendments to the MHAA information which adversely affect you.

If you do cancel the contract, you will be entitled to a refund of any deposit you made on account of the contract. However, unless you return the MHAA information to the seller when you cancel the contract, the seller may keep out of your deposit the cost of reproducing the MHAA information, or \$100, whichever amount is less. If the deposit is held in trust by a licensed real estate broker, the return of the deposit to you shall comply with the procedures set forth in Section 17-505 of the Business Occupations and Professions Article of the Maryland Code.

By purchasing a lot within this development, you will automatically be subject to various rights, responsibilities, and obligations, including the obligation to pay certain assessments to the homeowners association within the development. The lot you are purchasing may have restrictions on:

- A. Architectural Changes, Design, Color, Landscaping, Or Appearance;
- B. Occupancy Density;
- C. Kind, Number, Or Use Of Vehicles;
- D. Renting, Leasing, Mortgaging Or Conveying Property;
- E. Commercial Activity; Or
- F. Other Matters.

You should review the MHAA information carefully to ascertain your rights, responsibilities, and obligations within the development.

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

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

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

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

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

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

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installments contracts of sale under Subsection 13-207(a)(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, **EITHER:**

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
  - (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
  - (iv) Plumbing, electrical, heating, and air conditioning systems;
  - (v) Infestation of wood-destroying insects;
  - (vi) Land use matters;
  - (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
  - (ix) Whether the smoke alarms:
    - 1. will provide an alarm in the event of a power outage;
    - 2. are over 10 years old; and
    - 3. if battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
- (x) **If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.**

Latent defects under Section 10-702 means material defects in real property or an improvement to real property that:

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

**OR**

- (B) A written disclaimer statement providing that:
  - (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
  - (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written property condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

\_\_\_\_\_  
Buyer's Signature    Date

\_\_\_\_\_  
Seller's Signature    Date

\_\_\_\_\_  
Buyer's Signature    Date

\_\_\_\_\_  
Seller's Signature    Date

\_\_\_\_\_  
Agent's Signature    Date

\_\_\_\_\_  
Agent's Signature    Date

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MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

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

Legal Description: , , MD

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner 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 owner. 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 owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner 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 OWNERS: 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 Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners 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 Owners as to the condition of the property of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

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

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

Water Supply o Public o Well o Other
Sewage Disposal o Public o Septic System approved for (# bedrooms) Other Type
Garbage Disposal o Yes o No
Dishwasher o Yes oNo
Heating o Oil o Natural Gas o Electric o Heat Pump Age o Other
Air Conditioning o Oil o Natural Gas oElectric o Heat Pump Age o Other
Hot Water o Oil o Natural Gas oElectric Capacity Age o 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: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

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

Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

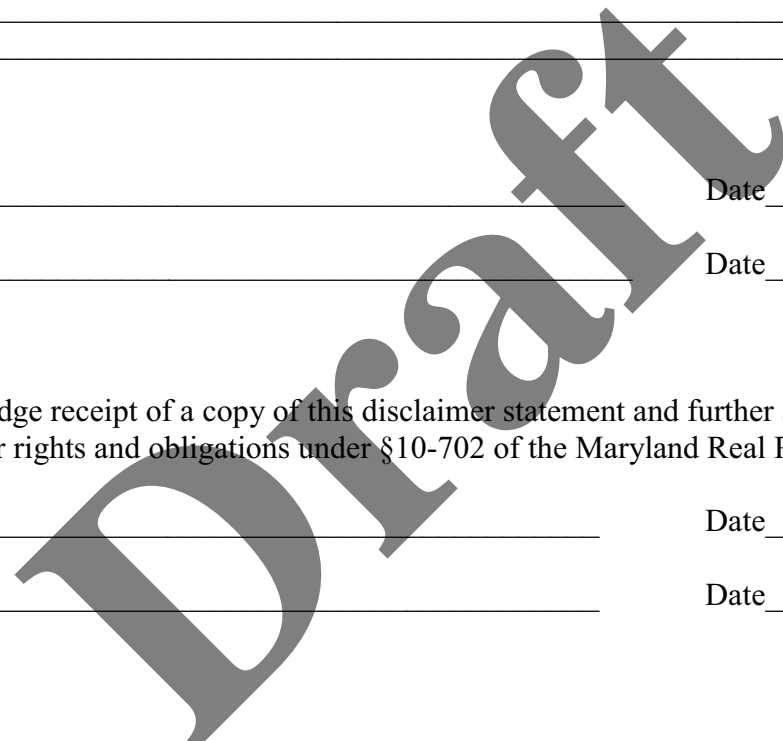
Owner \_\_\_\_\_ Date \_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

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



## PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME

U.S. Environmental Protection Agency, Washington, DC 20460  
U.S. Consumer Product Safety Commission, Washington, DC 20207  
U.S. Department of Housing and Urban Development, Washington, DC 20410  
EPA747-K-94-001/September 2001

### If you think your home has high levels of lead:

- Get your young children tested for lead, even if they seem healthy.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods.
- Get your home checked for lead hazards.
- Regularly clean floors, window sills, and other surfaces.
- Wipe soil off shoes before entering house.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- Don't try to remove lead-based paint yourself.

### Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.

**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.

**RENOVATORS** have to give you this pamphlet before starting work.

IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at 1-800-424-LEAD (424-5323).

### IMPORTANT!

#### Lead From Paint, Dust, and Soil Can be Dangerous If Not Managed Properly

- FACT** Lead exposure can harm young children and babies even before they are born.
- FACT** Even children who seem healthy can have high levels of lead in their bodies.
- FACT** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

#### Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S. Even children who appear healthy can have dangerous levels of lead in their bodies

##### People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

**Lead is even more dangerous to children than adults because:**

- Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

**Lead's Effects**

Lead affects the body in many ways.

If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

**Lead is also harmful to adults. Adults can suffer from:**

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

**Where Lead-Based Paint Is Found**

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside *and* outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

**Checking Your Family for Lead**

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

**Identifying Lead Hazards**

Lead from paint chips, which you can see, and lead dust, which you can't see, can both be serious hazards.

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors.
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

### Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in one of two ways, or both:

- A paint inspection tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call 1-800-424-LEAD for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

### What You Can Do Now To Protect your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces.
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.
- Children with good diets absorb less lead.

## Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems-someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors;
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills; and
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your local agency for help with locating certified contractors in your area and to see if financial assistance is available.

## Remodeling or Renovating a Home With Lead-Based Paint

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined in this brochure.

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

## Other Sources of Lead

While paint, dust, and soil are the most common lead hazards, other lead sources also exist.

- Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.
- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

### The National Lead Information Center

Call 1 -800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit [www.epa.gov/lead](http://www.epa.gov/lead) and [www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/).

For the hearing impaired, call the Federal Information Relay Service at 1 -800-8778339 and ask for the National Lead Information Center at 1-800-424-LEAD.

### EPA's Safe Drinking Water Hotline

Call 1-800-426-4791 for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1 -800-638-2772, or visit CPSC's website at: [www.cpsc.gov](http://www.cpsc.gov).

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at [www.epa.gov/lead](http://www.epa.gov/lead) or contact the National Lead Information Center at 1-800-424-LEAD.

### EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1 100 (CPT), One Congress Street  
Boston, MA 02114-2023  
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 191 03  
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7 (ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM- 1 28  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

Western Regional Center  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

Central Regional Center  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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CBRB CB660IC (05/03)

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