



# AGREEMENT

*Prepared by:*

\_\_\_\_\_

**Agent:**

\_\_\_\_\_

E-Mail Address: \_\_\_\_\_

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

FAX: \_\_\_\_\_ (301) 983-2406 \_\_\_\_\_

**Company:**

**WC & AN Miller REALTORS**

10200 River Road, Potomac Maryland

Office Phone: (301) 299-6000

Office FAX: (301) 983-2406

*Prepared for:*

\_\_\_\_\_

**Prepared for:**

\_\_\_\_\_

\_\_\_\_\_

**Property:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## EXCLUSIVE RIGHT TO SELL-LISTING AGREEMENT FOR IMPROVED REAL PROPERTY

Attach Jurisdictional Addendum and Required Disclosures

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

CITY: \_\_\_\_\_, STATE: \_\_\_\_\_ DATE: \_\_\_\_\_ MULTIPLE LIST #: \_\_\_\_\_

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

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

Office Telephone: \_\_\_\_\_ Office/Home Fax: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell Phones(s): \_\_\_\_\_ / \_\_\_\_\_

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

2. BROKER: \_\_\_\_\_ Broker Code: \_\_\_\_\_ MRIS#: \_\_\_\_\_

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

Listing Agent: \_\_\_\_\_ Direct Line: \_\_\_\_\_ License # \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

3. PURPOSE: This Agreement ("Agreement") between Seller and Broker grants to Broker the exclusive right to sell, exchange or convey the herein described property ("Property"), together with all improvements thereon and with all attached rights and easements, attached hereto, and known as Lot: \_\_\_\_\_ Block/Square: \_\_\_\_\_ Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID # \_\_\_\_\_ Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project: \_\_\_\_\_ under the terms and conditions set forth herein. Seller represents that the Parking Space(s) and/or Storage Unit(s)  do(es) convey  do(es) not convey.

4. LISTING PRICE: The Property is offered for sale at a listing price ("Listing Price") of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) with minimum deposit of \_\_\_\_\_ % or such other price and deposit as is later agreed upon in writing.

5. LISTING PERIOD: This Agreement shall become effective on \_\_\_\_\_ and shall expire at midnight on \_\_\_\_\_ ("Listing Period") or such other date if so amended in writing. The listed Property shall be available for showing no later than 48 hours from the effective date hereof. If a sales contract is signed before this Agreement expires, providing for settlement beyond the Listing Period or any written extension thereof, the terms hereof shall be extended automatically until final disposition of the sales contract.

### 6. BROKER'S FEE:

A. Fee: Seller agrees to pay to Broker these fees: (i) a broker's fee of (choose one)  \_\_\_\_\_ % of the sale price or  \_\_\_\_\_ and (ii) an administrative fee of \$195.00 (collectively, "Broker's Fees") and acknowledges that these fees shall be earned and payable in the event that:

(1) Broker or its sales associates, other brokers or their sales associates, Seller or any other person, produces a ready, willing and able Buyer who presents an offer to purchase, exchange or convey the Property on the terms herein provided or at any price and terms acceptable to Seller during the Listing Period or any written extension thereof or;

(2) Seller enters into a sales contract with a buyer who was shown the Property by Seller, Broker, or its sales associates, other brokers or their sales associates, or any other person during the Listing Period or any written extension thereof. Further, such Broker's Fees shall be paid if the Property is sold, conveyed, or otherwise transferred within \_\_\_\_\_ days after termination of this Agreement or any extension thereof (the "Protection Period") to anyone to whom the Property has been shown by Broker or anyone else, including the Seller, prior to final termination of this Agreement unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.

B. Excess Offer: Seller reserves the right, if said Property is not previously sold, to accept any offer in excess of the listed price.

C. Deferral: Broker agrees to defer receipt of Broker's Fee until settlement date solely as an accommodation to Seller; such deferral shall in no event be construed as a waiver of this earned fee, which is due and payable under the terms of this paragraph 6. D.

D. Cancellation: If Buyer, after contract acceptance, cancels the sale, fails to perform or is otherwise in default, the Broker's Fee is due only if and when Seller collects damages by suit, settlement, or forfeiture of deposit. In such case, Broker shall receive the lesser of one-half of the damages

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recovered or the Broker's Fee, but not to exceed the above Broker's Fee. If Seller, after contract acceptance, cancels the sale, fails to perform or otherwise is in default of the sales contract, the Broker's Fee is due in full no later than the agreed settlement date.

E. Broker's sole duty is to effect a sale of the Property.

7. **AGENCY:** Agency disclosure laws and types of representation vary in the State of Maryland and District of Columbia. Options include, but are not limited to, seller agency, buyer agency, sub-agency, intra-company agency, designated representation and dual agency. See Jurisdictional Addenda.

#### 8. AUTHORIZATIONS:

A. Sign: Seller authorizes Broker to install a "For Sale" sign on the Property, in accordance with applicable zoning ordinances and community association regulations.

B. Marketing, Photography and Dissemination of Information: Seller authorizes Broker to market the Property in any medium selected by Broker including, but not limited to, a picture book, newspaper, periodical, MRIS, Internet, photo listing or pictorial display and any other similar or related use for marketing purposes. Seller authorizes Broker to disseminate information about the Property.

#### C. Key and KeyBox:

(1) Use: Seller authorizes Broker to allow key-entry showings and the installation of a KeyBox and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access the Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting the Property. Affiliate members (i.e., inspectors, appraisers, estimators) may have access for its business purpose with permission of the Listing Agent.

(2) Leased Property: If the Property is under lease during the Listing Period, Seller will furnish Broker with a written authorization, signed by all lessees, authorizing the use of a KeyBox and/or keys.

(3) Private Insurance: Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.

(4) Liability: Seller agrees for itself, its heirs and assigns to completely indemnify, save and hold harmless said Broker, its agents, and its affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with KeyBox access and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Key Boxes, including Broker's negligence, breach of contract or any wrongdoing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

D. Cooperation and Fee Sharing: Seller authorizes Broker to make the Property available to all brokers/agents, sub-agents or buyer agents, and to pay a portion of the Broker's Fee (paragraph 6.A.) as compensation to sub-agent brokers ("Cooperating Broker") or buyer-agent brokers ("Buyer Broker").

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

#### 10. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:

A. Legal Requirement: Seller acknowledges that the Broker has informed Seller of Seller's applicable obligations, as defined in applicable forms attached hereto, to provide a Disclosure/Disclaimer Statement to prospective buyers. Certain classifications of sellers are exempted from this requirement by law.

B. Indemnify: Seller agrees to indemnify and hold Broker harmless from all claims, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.

C. Hazardous Materials and Conditions: There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Broker, Seller authorizes Broker to make said reports available to prospective buyers.

D. Amend as Applicable: Seller agrees to amend in writing the applicable Disclosures if any material change affecting the Property occurs during the Listing Period.

11. **LEAD PAINT REGULATIONS:** SELLER REPRESENTS AND WARRANTS TO BUYER, BROKERS, BROKER'S AGENTS AND SUBAGENTS OF BROKERS, INTENDING THAT THEY RELY UPON SUCH WARRANTY AND REPRESENTATION, THAT THE PROPERTY WAS    OR    WAS NOT CONSTRUCTED PRIOR TO 1978 (SELLER TO INITIAL) \_\_\_\_\_

IF SELLER IS UNABLE TO REPRESENT AND WARRANT THE AGE OF THE PROPERTY, SELLER AGREES TO COMPLY WITH THE REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

(SELLER TO INITIAL) \_\_\_\_\_

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FEDERAL LAW (TITLE X, SECTION 10108, THE RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992) REQUIRES THE DISCLOSURE OF CERTAIN INFORMATION REGARDING LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS, IN CONNECTION WITH THE SALE OF RESIDENTIAL REAL PROPERTY.

A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.

Seller and any agent involved in the transaction are required to retain a copy of the completed Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

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

**13. ENCUMBRANCES/LIENS:**

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

B. Liens: Seller discloses to Broker the following existing liens/encumbrances against the Property and further agrees to disclose any new liens which arise during the Listing Period:

- (1) First Trust Lender: \_\_\_\_\_ Approx. Balance: \$ \_\_\_\_\_  
Account# \_\_\_\_\_ Address: \_\_\_\_\_ Telephone#: \_\_\_\_\_
- (2) Second Trust/Home Equity Lender: \_\_\_\_\_ Approx. Balance: \$ \_\_\_\_\_  
Account# \_\_\_\_\_ Address: \_\_\_\_\_ Telephone#: \_\_\_\_\_
- (3) Other Lien Holders\*: \_\_\_\_\_ Approx. Balance: \$ \_\_\_\_\_  
Account# \_\_\_\_\_ Address: \_\_\_\_\_ Telephone#: \_\_\_\_\_

\* Attach additional information as required.

C. Rights to Property: Seller warrants that the Property is not subject to any rights to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during the Listing Period without prior written approval of Broker.

D. General Title Disclosures: Except as provided below, Seller has no knowledge of any pending matters which might give rise to problems with the sale of the Property including, but not limited to, divorce, estate, deceased co-owner, foreclosure, bankruptcy or other legal proceedings:

**14. OWNERSHIP WITH ASSESSMENTS:**  Condominium OR  Cooperative OR  Homeowners Association (HOA)

Name of Project/Subdivision: \_\_\_\_\_

Management Company: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone#: \_\_\_\_\_

Normal Assessment \$ \_\_\_\_\_ Additional/Special Assessment \$ \_\_\_\_\_ Outstanding Balance \$ \_\_\_\_\_

Seller agrees to abide by disclosure requirements of local statutes governing condominiums, cooperatives or homeowners associations by completing required disclosure addenda and by furnishing Buyer, at Seller's expense, a current "resale" certificate and pertinent documents, for the project/community in which Property is located.

**15. SMOKE DETECTOR REQUIREMENTS:** Seller acknowledges that he has been advised by REALTOR® that smoke detectors are required in jurisdictions that have smoke detector ordinances and Seller shall have same installed and operational prior to settlement of any sale.

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Greater Capital Area Association of REALTORS, Inc.®



Jurisdictional Addendum to Exclusive Right to Sell for Improved Real Property
(For use in Montgomery County)

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

1. Agency:

A. Agency Disclosure and Consent for Dual Agency: Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in forms, "Understanding Whom Real Estate Agents Represent" and "Consent for Dual Agency." Copies attached hereto.

B. Ministerial Acts: Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

2. Fair Housing: Seller acknowledges that Montgomery County and The State of Maryland require, in addition to federal protected classes, that the Property shall be made available to all persons without regard to marital status, physical/mental handicap, sexual orientation, source of income, age and ancestry.

3. Transfer and Recordation Fees: Maryland law requires that, unless otherwise negotiated in the sales contract, or as required by local law, the cost of any recordation tax, State or County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a first time Maryland owner occupied home Buyer, the Maryland law reduces the state transfer tax to 1/4% and requires that the 1/4% be paid by the Seller. If a sales contract specifies the recordation and transfer taxes are being paid by the Buyer, the State will require the Seller to pay the Seller's portion of the State transfer tax in full.

4. Receipt of Information and Completion of Disclosures: Seller acknowledges Seller's receipt of and/or completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

- "Maryland Residential Property Disclosure or Disclaimer Statement"
"Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards" (Required for pre-1978 properties)
"Protect Your Family From Lead in Your Home" (Required for pre-1978 properties)
"Maryland Lead Paint Disclosure and Notice Statement" (Recommended for pre-1979 properties)
"Understanding Whom Real Estate Agents Represent"
"Consent for Dual Agency"
"Government Regulations, Easements and Assessments Disclosure and Addendum" (Required)
"Inclusions/Exclusions Disclosure"
NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing" (Recommended)

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

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INCLUSIONS/EXCLUSIONS DISCLOSURE AND ATTACHMENT TO LISTING AGREEMENT

PROPERTY ADDRESS \_\_\_\_\_

FOR USE WITH REGIONAL CONTRACT

PERSONAL PROPERTY, FIXTURES, AND UTILITIES: Unless otherwise negotiated in a contract of sale, the purchase price shall include the following personal property and fixtures: A. any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antennas, exterior trees and shrubs and B. The items marked YES below as currently installed or offered.

- Grid of inclusion checkboxes for items like Stove or Range, Cooktop, Wall Oven(s), Refrigerator(s), Dishwasher, etc.

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

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

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

- Water Supply: Public, Well, Hot Water: Oil, Gas, Elec., Other
Sewage Disposal: Public, Septic # BR, Air Conditioning: Oil, Gas, Elec., Heat Pump, Other
Heating: Oil, Gas, Elec., Heat Pump, Other

FOR USE WITH MAR CONTRACT

INCLUSIONS/EXCLUSION: Unless otherwise negotiated in a contract of sale, the purchase price shall include 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 or excluded, as follows (if box is not checked, then item shall be considered excluded):

- Grid of inclusion checkboxes for items like Alarm System, Microwave, Ceiling Fan(s), Central Vacuum, Clothes Washer, Cooktop, Dishwasher, Drapery/Curtain Rods, etc.

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

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

I/We, the Seller(s) of the above referenced property, have completed these checklists disclosing what conveys with the property and give permission to make this information available to prospective buyers.

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



**Greater Capital Area Association of REALTORS®, Inc.  
MARYLAND RESIDENTIAL PROPERTY  
DISCLOSURE AND DISCLAIMER STATEMENT:**



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

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

**NOTICE TO SELLER AND PURCHASER**

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the 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 (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 Sections 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 sale under §13-207(11) of the Tax-Property Article and options to purchase real property under §13-207(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; or
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.
7. A sale of unimproved real property.

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT**

**NOTICE TO OWNERS:** Complete and sign this statement only if you elect to disclose 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	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____			
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for (# _____ bedrooms)				
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No				
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other	
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____	<input type="checkbox"/> Other	
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____	Age _____	<input type="checkbox"/> Other	

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

Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply

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. 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: \_\_\_\_\_

16. 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: \_\_\_\_\_

17. 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: \_\_\_\_\_

18. Are there any other materials 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.

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GCAAR Form # 1301J Maryland Residential Property Disclosure and Disclaimer 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 Section 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 Section 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 representation and warranties as to its condition, except as otherwise provided in the contract of sale; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The undersigned owner(s) of the real property described above 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 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 Section 10-702 of the Maryland Real Property Article.

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 Section 10-702 of the Maryland Real Property Article.

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

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



**Government Regulations, Easements and Assessments Disclosure and Addendum (REA)**  
 (Required for all Listing Agreements and Sales Contracts in Montgomery County)

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

**Notice to Seller:** Pursuant to Montgomery County Code (Sec.40-13), a Seller is required to fully disclose to Buyers all specific facts relevant to, or affecting any property, imposed by any law or regulation or any common law principle. Seller acknowledges he has carefully examined this form, and that the information is complete and accurate to the best of his knowledge as of the date signed. This Disclosure/Addendum to be completed by the Seller shall be available to prospective Buyers prior to making a purchase offer and will become a part of the sales contract for the sale for the Property.

**Notice to Buyer:** The information contained herein is the representation of the Seller. Further information may be obtained by contacting staff and web sites of appropriate authorities, Montgomery County Government, 240-777-1000, Park and Planning Commission/Montgomery County Department of Park and Planning, 301-495-4700, and municipality, if applicable.

**1. Special Protection Areas (SPA)**

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

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

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Montgomery County Department of Park and Planning.

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Buyer

**2. Recorded Subdivision Plat:** If the property is an unimproved lot or a newly constructed house being sold for the first time, the Buyer shall be provided a copy of the recorded subdivision plat prior to entering into a contract. However, if the property is **not** an unimproved lot or a newly constructed house (i.e. resale), the Buyer may in writing waive receipt of a copy of such plat at the time of execution of the contract, but shall, prior to or at the time of settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat. Buyer's initials: \_\_\_\_\_ OR Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. Buyer's initials: \_\_\_\_\_

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**3. Availability of Water and Sewer Service**

- A. **Water:** Is the Property connected to public water?  Yes  No  
 If no, has it been approved for connection to public water?  Yes  No  Do not know  
 If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_
- B. **Sewer:** Is the Property connected to public sewer system?  Yes  No  
 If no, answer the following questions:  
 1. Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has an individual sewage disposal system been constructed on Property?  Yes  No.  
 Has one been approved for construction?  Yes  No.  
 Has one been disapproved for construction?  Yes  No  Do not know.  
 If no, explain: \_\_\_\_\_
- C. **Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) \_\_\_\_\_. This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_
- D. **Recommendations and Pending Amendments (if known):**  
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_
- E. **Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system.  
 By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

Buyer	Date	Buyer	Date
-------	------	-------	------

**4. Age of Home and Federal Lead Based Paint:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires 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, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer 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, the Seller is required to provide the Buyer 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 (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure 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 the 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.**

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Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): \_\_\_\_\_ was constructed prior to 1978 OR \_\_\_\_\_ was not constructed prior to 1978 OR \_\_\_\_\_ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been 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 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 respective initials below that they have read and understand the provisions of this Paragraph 4.

\_\_\_\_\_  
*Seller's Initials*

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

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

**6. Smoke Detectors:** Pursuant to Montgomery County Code, the Seller is required to have working smoke detectors on all levels with bedrooms. Certain municipalities may have codes exceeding County requirements. In addition, Maryland law requires the following disclosure: **This residential dwelling unit contains alternating current (AC) electric service. In the event of a power outage, an alternating current (AC) powered smoke detector will not provide an alarm. Therefore, the Buyer should obtain a dual-powered smoke detector or a battery-powered smoke detector.** Does this Property have either a dual-powered smoke detector or a battery-powered smoke detector?  
 Yes  No  Unknown

**7. Historic Preservation**

Has the Property been designated as a historic site in the master plan for historic preservation?  Yes  No.  
 Is the Property located in an area designated as an historic district in that plan?  Yes  No.  
 Is the Property listed as an historic resource on the County location atlas of historic sites?  Yes  No.  
 Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400.

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Buyer

**8. Front Foot Benefit Charges:** Are there currently front foot benefit charges to WSSC?  Yes  No. If yes, the annual assessment is \$\_\_\_\_\_.

**9. Private Utility Company Assessment:** Are there any annual or semi-annual assessments paid to private companies that provided utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$\_\_\_\_\_ for remaining years to \_\_\_\_\_ (name of company).

**10. Development Districts:** Is the Property located in a Development District with a special assessment?  Yes  No. If yes, each year the Buyer of this property must pay a special assessment or special tax. The current assessment or tax is \$\_\_\_\_\_. Are there scheduled increases?  Yes  No. If yes, assessment or tax will be increased to \$\_\_\_\_\_ on \_\_\_\_\_ (date). If an increase in any special assessment, special tax, fee, or charge is likely to occur in the

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foreseeable future, but the timing or amount of the increase is not certain when the contract is signed, this notice must also expressly disclose that fact.

**11. Special Service Area Tax Districts:** Is the Property located in a special service area tax district for which there are special assessments or taxes, such as, but not limited to, Noise Abatement Tax District, Parking Lot Districts, Urban Districts, Development Districts, the Metropolitan District, the Recreation District, or the Storm Drainage District?  
 Yes  No. If yes, circle the appropriate one. Annual assessment is \$\_\_\_\_\_ and  is or  is not included in the Property's tax bill.

**12. Special Tax Districts:** Is the Property located in the special taxing district of Village of Drummond, Oakmont, Village of Friendship Heights, Battery Park?  Yes  No. Annual assessment is \$\_\_\_\_\_ and  is or  is not included in the Property's tax bill.

**13. Transportation Related Facilities Assessment:** Does Seller have deferred charges attributable to transportation-related facilities for which the Buyer assumes liability?  Yes  No.  
If yes, the current deferred taxes are \$\_\_\_\_\_ and  are or  are not included in Property's tax bill.

**14. Ownership and Assessments:**  Homeowners Association with mandatory fees (HOA)  Condominium  
 Cooperative. Name of Project/Subdivision: \_\_\_\_\_  
Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Assessments/special tax \$\_\_\_\_\_ per \_\_\_\_\_. Special Assessments: \$\_\_\_\_\_. Are there any assessments approved yet not assessed?  Yes  No. If yes, amount \$\_\_\_\_\_ and explain reason for assessment:  
\_\_\_\_\_

**15. Assessments:** Are there any assessments or special taxes, other than those specifically addressed in this Addendum, which will become an obligation of the Buyer?  Yes  No. If yes, annual assessment is \$\_\_\_\_\_ and  is or  is not included in Property's tax bill.

**16. Municipalities:** Is the Property located within one of the following municipalities?  Yes  No. If yes, circle the appropriate one: Barnesville, Town of Brookeville, Town of Chevy Chase, Chevy Chase View, Chevy Chase Village, Chevy Chase Village Section 3, Chevy Chase Village Section 5, City of Gaithersburg, Garrett Park, Town of Glen Echo, Town of Kensington, Laytonsville, Village of Martin's Addition, Village of North Chevy Chase, Poolesville, City of Rockville, Town of Somerset, Takoma Park or Washington Grove. For a list of municipalities, their telephone numbers and web sites, go to the websites for Montgomery County and GCAAR (see Resources).

**17. Maryland Forest Conservation Act (MFCA):** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that tree clearing on the Property may be restricted by forest conservation law requirements. As a prerequisite to any subdivision plan, and before any permits are issued for grading and sediment control associated with construction, the Buyer will be required to comply with the requirements of the applicable county forest conservation law. In the absence of a county law, the Maryland State Forest Conservation Act applies. Unless otherwise expressly set forth in an Addendum to the Contract, Seller represents and warrants that Property  is or  is not currently subject to a Forest Conservation Plan, Management Agreement, or any other pending obligation binding the owner of the Property under forest conservation law requirements. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the applicable law.

**18. Forest Conservation Easement:** Does the Property include land dedicated to a conservation easement as part of a Forest Conservation Plan, Tree Save Plan, or other plan for natural area protection?  Yes  No. If yes, attach house location survey (if available).

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**19. Tax Benefit Programs:** The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:  
A. Forest Conservation and Management Program (FC&MP): Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by the \_\_\_\_\_.  
B. Agricultural Program: Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by \_\_\_\_\_.  
C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program.  
 Yes  No. If yes, explain: \_\_\_\_\_.

**20. Moderately-Priced Dwelling Unit:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County?  Yes  No. In City of Rockville?  Yes  No. If yes to either question, Seller to indicate month and year of initial offering: \_\_\_\_\_. If initial offering is after March 20, 1989, the prospective Buyer and Seller should contact the appropriate jurisdictional agency to ascertain the legal buying and selling restrictions on the Property.

**21. Underground Storage Tank:** Does the Property contain an unused underground storage tank?  
 Yes  No  Unknown. If yes, explain when, where and how it was abandoned: \_\_\_\_\_

**22. Airports and Heliports:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 10/03/02. Buyer should be aware of the fact that most properties in Montgomery County are within five (5) miles of an airport or heliport installation. Refer to the FAA website for a current list.

**Montgomery County**

Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912  
Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842

**Prince George's County**

College Park, 1909 Cpl Frank Scott Drive, College Park, MD 20740  
The Greater Laurel Beltsville Hospital, 7100 Contee Road, Laurel, MD 20707  
Citizens Bank Helipad, 14401 Sweitzer Lane, Laurel, MD 20707

**Frederick County**

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

**Carroll County**

Walters Airport, 7017 Watersville Road, Mt. Airy, MD 21771

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**District of Columbia**

- Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
- Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- Steuart Office Pad, Steuart Petroleum Co., 4640 40<sup>th</sup> Street, NW, 20016
- Walter Reed Hospital, 6825 16<sup>th</sup> Street, NW, 20012
- Washington Post, 1150 15<sup>th</sup> Street, NW, 20017
- Washington Hospital Center, 110 Irving Street, NW, 20010
- Children's National Medical Center, 111 Michigan Avenue, NW, 20010

**Virginia**

- Leesburg Executive, 1001 Sycolin Road, Leesburg, 22075
- Loudoun Hospital Center, 224 Cornwall, NW, Leesburg, 22075
- Ronald Reagan Washington National Airport, Arlington County 20001

23. **Headings:** The Paragraph headings of this Agreement are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

_____	_____	_____	_____
Seller	Date	Seller	Date

The undersigned hereby acknowledges receipt of this form prior to signing a Contract.

_____	_____	_____	_____
Buyer	Date	Buyer	Date

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State of Maryland  
Real Estate Commission

## Understanding Whom Real Estate Agents Represent

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

### 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, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fees as specified in a written listing agreement.

**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 or tenant in purchasing or renting a property, but his or her duty of loyalty is only to the sellers or landlords. The cooperating agent's fee is paid by the sellers or landlords through the seller's agent's company.

### 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 buy or rent, 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 or tenant may enter into a written contract with a real estate agent which provides that the agent will represent the buyer or tenant in locating a property to buy or rent. 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 or tenant. The agent's fee is paid according to the written agreement between the agent and the buyer or tenant. If you as a buyer or tenant wish to have an agent represent you exclusively, you must enter into a written buyer agency agreement.

### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate company, or broker, is called the "dual agent". Dual agents do not act exclusively in the interests of either the seller or buyer, or landlord or tenant, 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, or landlord and tenant, agree to dual agency** by signing a Consent For Dual Agency form, then the real estate company (the "dual agent") will assign one agent to represent the seller or landlord (the seller's "intra-company agent") and another agent to represent the buyer or tenant (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 may 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 or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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 or renting 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 agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other 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) 230-6200.

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This notice is information required by law and is NOT A CONTRACT

We the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that  
WC & AN Miller REALTORS (firm name)

and \_\_\_\_\_ (salesperson) are working as

- seller/landlord's agent
  - cooperating agent
  - buyers agent
  - dual agent (See Consent for Dual Agency form)
- (You may check more than one box)

\_\_\_\_\_  
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.

\_\_\_\_\_  
Signature of Agent Date

\_\_\_\_\_  
Name of individual to whom disclosure was made Name of individual to whom disclosure was made



January 1, 1999

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:

- ♦ The buyer is interested in a property listed by a real estate company; and
- ♦ The seller's agent and the buyer's agent work for that same real estate company.

Before the buyer and seller can proceed to be represented by a dual agent, they must both sign a Consent For Dual Agency. If they have previously signed a Consent For Dual Agency, they must affirm their consent for the sale of a particular property to a particular buyer.

### Your Choices Concerning Dual Agency

When a dual agency situation in fact arises, the buyer and seller have the following options:

- 1. Consent in writing to dual agency.** If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (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. Do not consent to Dual Agency.** If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or 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 an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant 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

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

☞ A dual agent does not exclusively represent either the seller or buyer and 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 company does not owe loyalty to either the seller or buyer.

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company.

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

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

- >Anything the client asks to be kept confidential\*,
- >That the seller would accept a lower price or other terms,
- >That the buyer would accept a higher price or other terms,
- >The reasons why a party wants to sell or buy, or
- >That a party needs to sell or buy quickly.

\*However, like all agents, a dual agent and intra-company agent must disclose any material facts about a property to the other party.

### How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

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

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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 do not consent, there will not be a dual agency. I hereby voluntarily consent to have WC & AN Miller REALTORS act as dual agent for me as the  
(Firm Name)

seller, in the sale of the property at: \_\_\_\_\_

buyer in the purchase of any property listed for sale with the above-referenced firm.

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

---

### AFFIRMATION

The undersigned Seller(s) hereby affirms consent to Dual Agency:

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

The undersigned Buyer(s) hereby affirms consent to dual agency:

\_\_\_\_\_  
Signature Date Property Location

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



Greater Capital Area Association of REALTORS®, Inc.  
**MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT**  
 (Use with contracts for the sale of property constructed prior to 1979)

**RE:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Property Address**

**DISCLOSURE**

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801 et seq. (1996 Repl. Vol) ( the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

- a)  Seller has the following outstanding risk reduction obligations:

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

- b)  Seller will complete the outstanding risk reduction obligations prior to settlement.

- c)  Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Sellers representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyers responsibility after settlement if the property remains rental property or is converted to rental property.

**NOTICE**

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

\_\_\_\_\_  
 Seller Date Seller Date  
 By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to ratification of a Contract for the purchase of the subject property.

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

This recommended form is the property of the Greater Capital Area Association of REALTORS®, Inc. and is for use by members only.



Greater Capital Area Association of REALTORS®, Inc.  
**FEDERAL LEAD PAINT DISCLOSURE**  
**(Sales)**



**Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards**

**RE:** \_\_\_\_\_

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

**LEAD WARNING STATEMENT**

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

**SELLER'S DISCLOSURE**

- (a) Presence of lead-based paint or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

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

- (b) Records and reports available to the lessor (check one below):  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

**PURCHASER'S ACKNOWLEDGMENT**

- (c) Purchaser has received copies of all information listed above.  Yes  No  None Listed

- (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.  Yes  No.

- (e) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## AGENT'S ACKNOWLEDGMENT

Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

## CERTIFICATION OF ACCURACY

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

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

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

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

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

\_\_\_\_\_  
Agent Date

\_\_\_\_\_  
Agent



NOTICE AND DISCLOSURE OF AFFILIATED BUSINESS RELATIONSHIPS

To: \_\_\_\_\_ Date: \_\_\_\_\_

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

From: W.C. and A.N. Miller Development Company ("The Miller Companies")

We are pleased that you have selected The Miller Companies in connection with your purchase or sale of the above-referenced property. This is to provide you notice that The Miller Companies has a business relationship with a provider of services that you may need in connection with this transaction (the "Transaction"). We recommend this provider to you. Its name and the nature of the relationship between The Miller Companies and it are described below. The estimated charges or ranges of charges generally made by this provider are set forth following your Acknowledgment.

GREENWAY LENDING GROUP, LLC

GREENWAY LENDING GROUP, LLC ("Greenway") provides efficient and professional mortgage programs and products at competitive rates. Please note that The Miller Companies and its subsidiary, Miller Real Estate Services, LLC, own Greenway. Because of this relationship, this referral may provide The Miller Companies or its owners a financial or other benefit.

PLEASE REFER TO THE ESTIMATED CHARGES OR RANGE OF CHARGES OF THIS PROVIDER SET FORTH FOLLOWING YOUR ACKNOWLEDGMENT BELOW.

YOU ARE NOT REQUIRED TO USE THE ABOVE PROVIDER AS A CONDITION FOR THE TRANSACTION OR YOUR OBTAINING A MORTGAGE. THERE FREQUENTLY ARE AVAILABLE OTHER PROVIDERS OF SIMILAR MORTGAGE SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATES FOR THESE SERVICES.

Please ACKNOWLEDGE the foregoing, as follows:

- I/we have read this 2-page Notice and Disclosure,
I understand that The Miller Companies is referring me/us to purchase the above-described mortgage services, and
I understand that The Miller Companies or its owners may receive a financial or other benefit as the result of this referral.

Signatures: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Please see disclosure of charges or range of charges on the next page.

## Disclosure of Charges or Range of Charges

### For GREENWAY LENDING GROUP, LLC:

Loan origination fee (801*)	0-4 % of loan amount
Disclosure fee (802*)	1 % of loan amount
Application fee (808-811*)	\$ 0
Tax service fee (800 series*)	\$ 77.00
Credit report (804*)	\$ 15.00 - \$65.00
Appraisal fee (803*)	\$ 350.00
Underwriting fee	\$ 100.00
Document preparation fee	\$ 250.00

\*Indicates line number on HUD-1

## What to Expect

While the process of obtaining a mortgage or home equity loan can take many different tracks, the following provides some general guidelines:

Your loan officer listens to your needs over the telephone or in person, depending upon your preference. In many cases, a pre-qualification letter will be issued, giving you the peace of mind to move forward. He will discuss the process in general, and give you an indication of what to expect within your time frame. A loan processor will verify your information and ask for appropriate application information. A commitment letter will be issued, indicating loan amount, terms and conditions with applicable copies distributed.

You and your loan officer will review all documents to insure that all conditions suit your needs and expectations. The papers for the closing package are prepared and sent to the appropriate parties, including certified check.

PROVIDING  
PERSONALIZED  
REAL ESTATE  
SOLUTIONS  
TO OUR  
CUSTOMERS  
FOR LIFE

**Greenway**  
Lending



Website  
[GreenwayLending.com](http://GreenwayLending.com)

**BETHESDA**  
301.229.0784

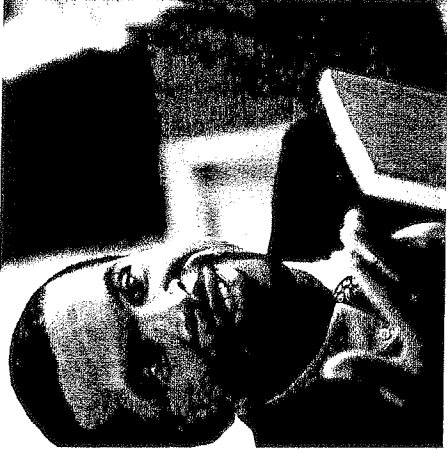
**CHEVY CHASE**  
202.966.8809

**NORTH POTOMAC/  
GAITHERSBURG**  
301.350.1875

**POTOMAC**  
301.299.0945

**SPRING VALLEY**  
202.362.6148





## Personalized Programs

Our experienced loan officers coordinate with buyers, sellers and real estate agents to provide a full range of programs, tailored to your needs. From fixed rate, 30-year programs to adjustable rate mortgages to home equity lines, you'll find our rates and terms competitive.

## Proven Professionalism

In response to our customers' demands to make the real estate transaction easier and less complicated, W.C. & A.N. Miller Companies established Greenway Lending Group. Now, whether you are purchasing a home, renovating your existing home or just want to extend your credit via a home equity loan, Greenway Lending Group will serve your real estate financing needs. And, of course, you will receive the same unparalleled commitment to professional service that we have been providing our customers for more than 85 years.



## Convenience and Ease

But what we know you'll enjoy most is the convenience and professional expertise that we provide to every customer — every time. We can begin the relationship, meeting over the phone or in-person. And with Greenway Lending, our technology provides for unparalleled flexibility in communication, providing you the ease and time to tend to your busy schedule.

## THE EQUAL OPPORTUNITY PROGRAM

The NATIONAL ASSOCIATION OF REALTORS® has developed a Fair Housing Program to provide resources and guidance to REALTORS® in ensuring equal professional services for all people.

### The Code of Ethics

Article 10 of the NATIONAL ASSOCIATION OF REALTORS® Code of Ethics requires that "REALTORS® shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. REALTORS® shall not be a party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status, or national origin."

A REALTOR® pledges to conduct business in keeping with the spirit and letter of the Code of Ethics. Article 10 imposes obligations upon REALTORS® and is also a firm statement of support for equal opportunity in housing.

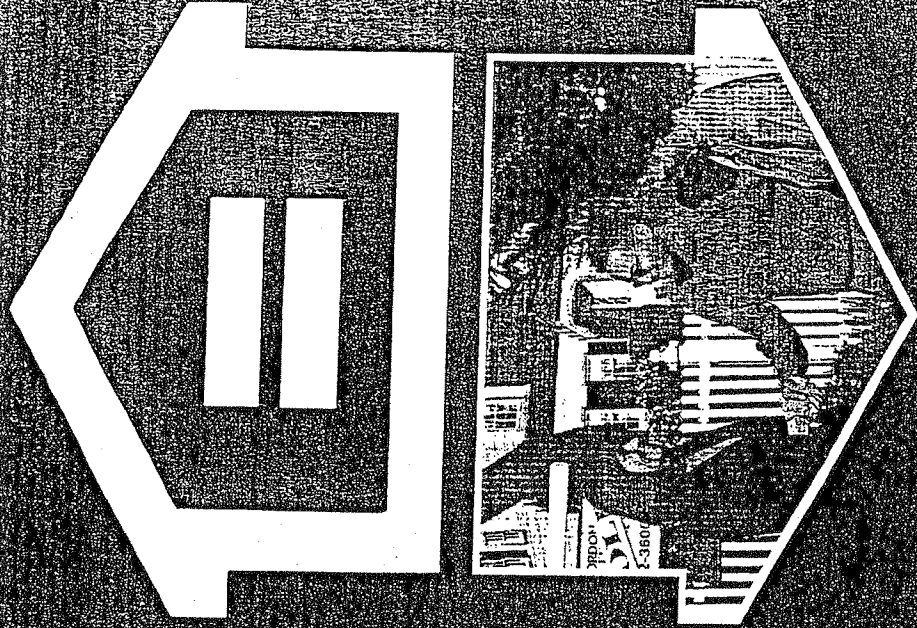
### Fair Housing Partnership

The Fair Housing Partnership negotiated with the U.S. Department of Housing and Urban Development (HUD) outlines a program of voluntary compliance. REALTORS® voluntarily participate in activities and programs to acquaint the community with the availability of equal housing opportunity, to establish office procedures to ensure that there is no denial of equal professional service, to make materials available which will explain this commitment, and to work with other groups within the community to identify and remove barriers to fair housing.

### FURTHER ASSISTANCE

Local Boards of REALTORS® will accept complaints alleging violations of the Code of Ethics filed by a homeseeker who alleges discriminatory treatment in the availability, purchase or rental of housing. Local Boards of REALTORS® have a responsibility to enforce the Code of Ethics through professional standards procedures and corrective action in cases where a violation of the Code of Ethics is proven to have occurred.

Complaints alleging discrimination in housing may be filed with the nearest office of the Department of Housing and Urban Development (HUD), or by calling HUD's Discrimination Hotline at 1-800-669-9777, 1-800-290-1617 (TTY). For information and publications on fair housing, call HUD's Fair Housing Information Clearinghouse at 1-800-343-3442.



WHAT EVERYONE  
SHOULD KNOW  
ABOUT EQUAL  
OPPORTUNITY IN  
HOUSING



NATIONAL ASSOCIATION  
OF REALTORS®  
410 North Michigan Avenue  
Chicago, Illinois 60611-1418™

Form No. 166-799 (2/87)



NATIONAL ASSOCIATION  
OF REALTORS®  
The Voice of Real Estate



# WHAT EVERYONE SHOULD KNOW ABOUT EQUAL OPPORTUNITY IN HOUSING

The sale and purchase of a home is one of the most significant events that any person will experience in their lifetime. It is more than the simple purchase of housing, for it includes the hopes, dreams, aspirations, and economic destiny of those involved.

## THE LAW

### Civil Rights Act of 1866

The Civil Rights Act of 1866 prohibits all racial discrimination in the sale or rental of property.

### Fair Housing Act

The Fair Housing Act declares a national policy of fair housing throughout the United States. The law makes illegal any discrimination in the sale, lease or rental of housing, or making housing otherwise unavailable, because of race, color, religion, sex, handicap, familial status, or national origin.

### Americans with Disabilities Act

Title III of the Americans with Disabilities Act prohibits discrimination against the disabled in places of public accommodations and commercial facilities.

### Equal Credit Opportunity Act

The Equal Credit Opportunity Act makes discrimination unlawful with respect to any aspect of a credit application on the basis of race, color, religion, national origin, sex, marital status, age or because all or part of the applicant's income derives from any public assistance program.

### State and Local Laws

State and Local laws often provide broader coverage and prohibit discrimination based on additional classes not covered by federal law.

## THE RESPONSIBILITIES

The home seller, the home seeker, and the real estate professional all have rights and responsibilities under the law.

### For the Home Seller

You should know that as a home seller or landlord you have a responsibility and a requirement under the law not to discriminate in the sale, rental and financing of property on the basis of race, color, religion, sex, handicap, familial status, or national origin. You cannot instruct the licensed broker or salesperson acting as your agent to convey for you any limitations in the sale or rental, because the real estate professional is also bound by law not to discriminate. Under the law, a home seller or landlord cannot establish discriminatory terms or conditions in the purchase or rental; deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, or national origin.

### For the Home Seeker

You have the right to expect that housing will be available to you without discrimination or other limitations based on race, color, religion, sex, handicap, familial status, or national origin.

This includes the right to expect:

- housing in your price range made available to you without discrimination
- equal professional service
- the opportunity to consider a broad range of housing choices
- no discriminatory limitations on communities or locations of housing
- no discrimination in the financing, appraising or insuring of housing
- reasonable accommodations in rules, practices and procedures for persons with disabilities
- non-discriminatory terms and conditions for the sale, rental, financing, or insuring of a dwelling
- to be free from harassment or intimidation for exercising your fair housing rights.

## For the Real Estate Professional

As a home seller or home seeker, you should know that the term REALTOR® identifies a licensed professional in real estate who is a member of the NATIONAL ASSOCIATION OF REALTORS®. Not all licensed real estate brokers and salespersons are members of the National Association, and only those who are can identify themselves as REALTORS®. They conduct their business and activities in accordance with a strict Code of Ethics. As agents in a real estate transaction, licensed brokers or salespersons are prohibited by law from discriminating on the basis of race, color, religion, sex, handicap, familial status, or national origin. A request from the home seller or landlord to act in a discriminatory manner in the sale, lease or rental cannot legally be fulfilled by the real estate professional.

## DEED AND PROPERTY COVENANTS OR RESTRICTIONS OF RECORD

During the history of our country, some persons have placed restrictions on property based on race, color, religion, sex, handicap, familial status, or national origin. Generally, these restrictions are void and unenforceable, with limited exceptions for particular types of religious housing and housing for older persons. The publication of these void restrictions may convey a message that the restrictions continue to be valid. Any time a sales associate or broker is asked to provide a copy of the covenants or restrictions of record relating to the use of a property the following message should be included:

*These documents may contain restrictions or covenants based on race, color, religion, sex, handicap, familial status, or national origin. Such restrictions or covenants generally are void and unenforceable as violations of fair housing laws.*

*Be assured that all property is marketed and made available without discrimination based on race, color, religion, sex, handicap, familial status, or national origin. Should you have any questions regarding such restrictions, please contact your attorney.*



United States  
Environmental Protection  
Agency

EPA-747-F-96-001  
March 1998

Prevention, Pesticides,  
and Toxic Substances  
(7404)

## EPA and HUD Real Estate Notification and Disclosure Rule



### Questions and Answers

For a copy of *Protect Your Family from Lead in Your Home*, the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800)424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to [ehc@cis.com](mailto:ehc@cis.com). Visit the NLIC on the Internet at <http://www.nsc.org/hsc/ehc/ehc.html>.

Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.

For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800)424-LEAD, or TDD (800) 526-5456 for the hearing impaired.

The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

#### Electronic Access:

Gopher: [gopher.epa.gov:70/11/Offices/  
PestPreventToxic/Toxic/lead\\_pm](http://gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm)

WWW: [http://www.epa.gov/docs/lead\\_pm](http://www.epa.gov/docs/lead_pm)  
<http://www.hud.gov>

Dialup: (919) 558-0335

FTP: [ftp.epa.gov](ftp://ftp.epa.gov) (To login, type  
"anonymous." Your password is  
your Internet E-mail address.)

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### 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 1018 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.



U.S. Environmental  
Protection Agency



Department of Housing  
and Urban Development

- 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 to be used 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

What if I'm selling target housing?

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.

What if I'm renting target housing?

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.

Am I required to give the EPA pamphlet *Protect Your Family from Lead in Your Home* to existing tenants?

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

What if the buyers/renters don't speak English?

In cases where the buyer or renter signed a purchase agreement in a language other than English, the requires that the disclosure language be provided in 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 sale: and leasing agreements.



**Greater Capital Area Association of REALTORS®, Inc.  
SELLERS' ESTIMATED EXPENSES - MONTGOMERY COUNTY**



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

Seller \_\_\_\_\_

Proposed Settlement Date \_\_\_\_\_ Sales Price: \_\_\_\_\_

**Attorney/Title Co. Fees:**

Settlement Fee (\$100 - \$500) \$ \_\_\_\_\_  
 Release Preparation Fee (\$75.00 - \$150/per lien) \$ \_\_\_\_\_  
 Release Recording Fee (\$25-\$50/per lien) \$ \_\_\_\_\_  
 Messenger Fees/Express Mail (\$50 - \$100) \$ \_\_\_\_\_

**Mortgage Payoff and Interest Adjustment:**

Principal Balance (1st Mortgage) \$ \_\_\_\_\_  
 Principal Balance (2nd Mortgage) \$ \_\_\_\_\_  
 Interest Adjustment on 1st Mortgage payoff \$ \_\_\_\_\_  
 Interest Adjustment on 2nd Mortgage payoff \$ \_\_\_\_\_

**(One Month's interest or if unknown, 1 month's payment.  
 Presumes loan is current. If Equity Line, balance presumes  
 no further advances being made prior to settlement.)**

Payoff Other Liens/Obligations \$ \_\_\_\_\_  
 (e.g., Taxes, Financing Statement, Indemnity Deed of Trust,  
 Court Judgments)  
 Equity Line \$ \_\_\_\_\_

**Transfer Taxes & Recording Charges:**

County Transfer Tax (check appropriate box): \$ \_\_\_\_\_  
 Unimproved/non-residential property – 1% of sales price  
 Residential \$70,000 or more – 1% of sales price  
 \$40,000 to \$69,999 – 1/2 % of sales price  
 Less than \$40,000 – 1/4% of sales price  
 State Transfer Tax (1/2% of sales price)  
 (Reduced to 1/4% and must be paid by Seller if  
 first-time Maryland Owner-Occupant HomeBuyer) \$ \_\_\_\_\_  
 Recordation Tax  
 \$6.90 per \$1000 of sales price (first \$50,000  
 of the purchase price exempt from tax when the  
 Buyer intends to use the property as the Buyer's  
 principal residence for at least 7 months of  
 the first 12 months immediately following closing) \$ \_\_\_\_\_

**(Note: These items are divided equally in Maryland unless otherwise negotiated.)**

**Brokerage Fee** \$ \_\_\_\_\_

**Buyer/Contract Related Expenses**

Loan Points (Origination, Discount, Buydown, Subsidy, etc.) \$ \_\_\_\_\_  
Closing Costs Credited to Buyer at settlement \$ \_\_\_\_\_  
FHAVA Lender Fees (\$250 - \$500) \$ \_\_\_\_\_  
(Document Preparation, Tax Service Fee, Lender's Inspection Fee, etc.)  
Deferred Transportation Related Facilities Charge (\$300 - \$500) \$ \_\_\_\_\_  
Well and/or Septic Certification Fees (\$100-\$300) \$ \_\_\_\_\_  
Estimated Cost of Repairs \$ \_\_\_\_\_  
Termite Treatment/Repairs \$ \_\_\_\_\_  
Home Buyers Warranty (\$300-\$600) \$ \_\_\_\_\_

**Adjustments**

Real Estate Taxes \$ \_\_\_\_\_  
Water Escrow \$ \_\_\_\_\_  
Condominium/Homeowners Association Fee Adjustments \$ \_\_\_\_\_  
Other Charges (Rent Back, Security Deposit) \$ \_\_\_\_\_  
Other \$ \_\_\_\_\_

**Miscellaneous**

**Total Estimated Sellers' Expenses** \$ \_\_\_\_\_  
Credit for Items Paid in Advance (Real Estate Taxes, HOA/Condo Fees, etc.) will be given on the Settlement Statement \$ \_\_\_\_\_

<b>Sales Price</b>	\$ _____
<b>Estimated Seller Expenses</b>	\$ _____
<b>Seller's Estimated Net (at Settlement)</b>	\$ _____

**SOME INFORMATION RELEVANT TO SETTLEMENT PROCEDURES**

In most cases, Escrow funds for future taxes and insurance will be refunded directly to you by your lender following settlement. If the loan is assumed by the Buyer, an adjustment for funds in escrow will be made on the settlement sheet unless otherwise negotiated. Check with the Attorney or Settlement Office for its procedures as to timing and method for disbursement of funds and required identification at settlement.

I understand that the charges contained in this estimate are approximate and may vary from one lending institution to another and from one settlement office to another.

THIS IS AN ESTIMATE OF THE SETTLEMENT COSTS. RATES VARY WITH LENDERS, ATTORNEYS AND TITLE FIRMS SO COSTS ARE SUBJECT TO CHANGE AND ARE NOT GUARANTEED BY BROKER/AGENT. IF ANY MONIES ARE DUE AT THE TIME OF SETTLEMENT, THE TOTAL (SEE ABOVE) MUST BE PAID BY **CERTIFIED, TREASURER'S OR CASHIER'S CHECK**, MADE PAYABLE TO SETTLEMENT ATTORNEY OR TITLE COMPANY.

\_\_\_\_\_  
Broker Date

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

\_\_\_\_\_  
Prepared by: REALTOR® Date

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

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Previous editions of this form should be destroyed.

Shaded items are REQUIRED

Fee Simple Sale or Rental

Condo / Coop Sale or Rental

Ground Rent Sale

CLASSIFICATION			Listing type	
<input type="checkbox"/> Sale/Rental <input type="checkbox"/> Sale <input type="checkbox"/> Rental	<input type="checkbox"/> Ownership Type <input type="checkbox"/> Condo <input type="checkbox"/> Coop <input type="checkbox"/> Fee Simple	<input type="checkbox"/> Ground Rent <input type="checkbox"/> Rental Apartment	<input type="checkbox"/> Excl Agency <input type="checkbox"/> Excl Right <input type="checkbox"/> Modified / Excl	<input type="checkbox"/> New Construction <input type="checkbox"/> Water Oriented <input type="checkbox"/> Farm

Listing Price	Agent ID	Agent Last Name	Alt Agent ID	Alt Agent Last Name
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PROPERTY DESCRIPTION

County	Tax ID #	Zoning Code	Master Plan Zoning
Unit #	House #	Street Name	Street Type
		Street Dir	Zip Code
		City / Town	Zip +4
		State	
Postal Address	Legal / Recorded Subdivision	Election District	
Original Builder Name (if known)	Advertised Subdivision / Neighborhood		
Section	Phase	Lot	Block / Square
Tax Map Number	Age	Condo / Coop Project Name	
Lot Size / Sq. Ft.	Lot Acreage	Lot Length	Lot Width
		Lot Depth	
Legal Recorded Unit #	Parking -- Lot #	Parking -- Block Square	Parking -- Space #
		Road Frontage	
Investor Ratio	Total Units	Building Sites / Lots	Parcel Number
		Liber Number	Folio Number
Map Book Coordinates	Year Built	Year Converted	Historic Designation ID
			Year Renovated

SCHOOLS

Elementary School	Middle School	High School
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FLOOR PLAN

Model Name	House Width	House Length
Fin S.Ft. Abv Grade	Unfin S.Ft. Abv Grade	Fin S. Ft. Below Grade
		Unfin S. Ft. Below Grade
		Total S. Ft.
R-Factor Basement	R-Factor Ceiling	R-Factor Ext Walls
		# of Fireplaces
		# of Levels
Bdrms Lower2 (L2)	Bdrms Lower1 (L1)	Bdrms Main (M)
		Bdrms Upper1 (U1)
		Bdrms Upper2 (U2)
Full Bath Lower2 (L2)	Full Bath Lower1 (L1)	Full Bath Main (M)
		Full Bath Upper1 (U1)
		Full Bath Upper2 (U2)
Half Bath Lower2 (L2)	Half Bath Lower1 (L1)	Half Bath Main (M)
		Half Bath Upper1 (U1)
		Half Bath Upper2 (U2)

COMPENSATION

Sub-Agent Compensation	Buyer Agent Compensation	Additional Compensation	Expiration Date
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Variable Rate Compensation     Dual Agency     Yes     No

PROPERTY MANAGEMENT INFORMATION

Company Name	Management Company Phone
Property Managers Last Name	First Name
Phone	Fax

CONSTRUCTION / EXTERIOR LOT

<b>Style: (Check one)</b> <input type="checkbox"/> A-Frame <input type="checkbox"/> Contemporary <input type="checkbox"/> Pignocia <input type="checkbox"/> Tudor <input type="checkbox"/> Art Deco <input type="checkbox"/> Cottage <input type="checkbox"/> Raised Rambler <input type="checkbox"/> Victorian <input type="checkbox"/> Beaux Art <input type="checkbox"/> Dome <input type="checkbox"/> Raised Rancher <input type="checkbox"/> Bi-Level <input type="checkbox"/> Farm House <input type="checkbox"/> Rambler <input type="checkbox"/> Bungalow <input type="checkbox"/> Federal <input type="checkbox"/> Rancher <input type="checkbox"/> Cape Cod <input type="checkbox"/> International <input type="checkbox"/> Spanish <input type="checkbox"/> Chisel <input type="checkbox"/> Log Home <input type="checkbox"/> Split Foyer <input type="checkbox"/> Colonial <input type="checkbox"/> Other <input type="checkbox"/> Split Level	<b>Type: (Check one)</b> <input type="checkbox"/> Attached Row House <input type="checkbox"/> 16-Plus Sq. Feet <input type="checkbox"/> Penthouse <input type="checkbox"/> Back-to-Back <input type="checkbox"/> Houses of Woods <input type="checkbox"/> Semi-Detached <input type="checkbox"/> Detached <input type="checkbox"/> Mid-Range 5-6 Floors <input type="checkbox"/> Townhouse <input type="checkbox"/> Double Wide <input type="checkbox"/> Mobile <input type="checkbox"/> Vacation Home <input type="checkbox"/> Duplex <input type="checkbox"/> Multi-Family <input type="checkbox"/> Vacation Rental <input type="checkbox"/> Dwelling w/ Rental <input type="checkbox"/> Other <input type="checkbox"/> Garden 1-4 Floors <input type="checkbox"/> Patio Home	<b>Townhouse Type: (Check one)</b> <input type="checkbox"/> Detached <input type="checkbox"/> End <input type="checkbox"/> Interior <input type="checkbox"/> Multiplex <input type="checkbox"/> Piggyback <input type="checkbox"/> Quad
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<b>Exterior Construction (Check all that apply)</b> <input type="checkbox"/> Alum / Steel Siding <input type="checkbox"/> Concrete / Block <input type="checkbox"/> Shingle <input type="checkbox"/> Brick <input type="checkbox"/> Frame <input type="checkbox"/> Stone <input type="checkbox"/> Brick end Siding <input type="checkbox"/> Metal <input type="checkbox"/> Stucco <input type="checkbox"/> Brick Front <input type="checkbox"/> Modular Metal <input type="checkbox"/> Vinyl Siding <input type="checkbox"/> Cedar Siding <input type="checkbox"/> Precast Concrete <input type="checkbox"/> Wood <input type="checkbox"/> Composition <input type="checkbox"/> Shake <input type="checkbox"/> Other	<b>Exterior (Check all that apply)</b> <input type="checkbox"/> Balcony <input type="checkbox"/> Patio <input type="checkbox"/> Private Pier <input type="checkbox"/> Deck <input type="checkbox"/> Pool - Abv Ground <input type="checkbox"/> Private Road <input type="checkbox"/> Fenced-Fully <input type="checkbox"/> Pool - Bw Ground <input type="checkbox"/> Sidewalks <input type="checkbox"/> Fenced-Partially <input type="checkbox"/> Porch-Front <input type="checkbox"/> Tennis Courts <input type="checkbox"/> Fenced - Rear <input type="checkbox"/> Porch - Screened <input type="checkbox"/> Terrace <input type="checkbox"/> Hot Tub <input type="checkbox"/> Porch-Wraparound <input type="checkbox"/> Other	<b>View / Exposure:</b> <input type="checkbox"/> City <input type="checkbox"/> River <input type="checkbox"/> East <input type="checkbox"/> Scenic Vista <input type="checkbox"/> Garden / Lawn <input type="checkbox"/> South <input type="checkbox"/> Limited <input type="checkbox"/> Street <input type="checkbox"/> Mountain View <input type="checkbox"/> Trees <input type="checkbox"/> North <input type="checkbox"/> Water View
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**Construction / Exterior Lot (Continued)**

<b>Lot Desc.</b> <input type="checkbox"/> Adjt'l Lots <input type="checkbox"/> Adjacent to Golf Course <input type="checkbox"/> Back to Open Common Area <input type="checkbox"/> Backs to Parkland <input type="checkbox"/> Backs to Trees <input type="checkbox"/> Cleared <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul-de-Sac <input type="checkbox"/> Fanneite <input type="checkbox"/> Flag Lot			<input type="checkbox"/> Flood Plain <input type="checkbox"/> Irregular Lot <input type="checkbox"/> Landlocked <input type="checkbox"/> Landscaping <input type="checkbox"/> Lot Premium <input type="checkbox"/> Marshy <input type="checkbox"/> Non-Tidal Wetland <input type="checkbox"/> Pipe Stem Lot <input type="checkbox"/> Pond <input type="checkbox"/> PUD			<input type="checkbox"/> Stream / Creek <input type="checkbox"/> Tidal Wetland <input type="checkbox"/> Trees / Wooded <input type="checkbox"/> Water Access <input type="checkbox"/> Water Front <input type="checkbox"/> Water View <input type="checkbox"/> Zero Lot Line <input type="checkbox"/> Other			<b>Parking</b> <input type="checkbox"/> Assigned <input type="checkbox"/> Carport <input type="checkbox"/> Covered Parking <input type="checkbox"/> Driveway / DR Street <input type="checkbox"/> Garage <input type="checkbox"/> Glen / Common Element <input type="checkbox"/> Harbored Parking <input type="checkbox"/> Limited Covenant Element <input type="checkbox"/> Off-Site Parking <input type="checkbox"/> On-Site Parking for Home / Call LA <input type="checkbox"/> On-Site Parking for Bldg - Call LA <input type="checkbox"/> Parking Space Conveys <input type="checkbox"/> Parking Fee <input type="checkbox"/> Permit Required <input type="checkbox"/> Shared Driveway <input type="checkbox"/> Street			<b>Type of Garage</b> <input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Underground <b>Number of Spaces</b> <b>Type of Carport</b> <input type="checkbox"/> Attached <input type="checkbox"/> Detached <input type="checkbox"/> Underground <b>Number of Assigned Parking Spaces</b>		
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<b>Interior Style</b> <input type="checkbox"/> Efficiency <input type="checkbox"/> Flat <input type="checkbox"/> Floor Plan-Open <input type="checkbox"/> Floor Plan Trad. <input type="checkbox"/> Jr.-1 Bdrm <input type="checkbox"/> Loft <input type="checkbox"/> Other		<b>Walls / Ceilings</b> <input type="checkbox"/> 2 Story Ceilings <input type="checkbox"/> 9'+ Ceilings <input type="checkbox"/> Beamed Ceil. <input type="checkbox"/> Cathedral Ceil. <input type="checkbox"/> Paneled Walls <input type="checkbox"/> Plaster Walls <input type="checkbox"/> Tray Ceil.		<b>Windows / Doors</b> <input type="checkbox"/> Atrium Doors <input type="checkbox"/> Atrium Win. <input type="checkbox"/> Bay / Bow Win. <input type="checkbox"/> Casement <input type="checkbox"/> Double Pane Win. <input type="checkbox"/> French Doors <input type="checkbox"/> Insulated Doors <input type="checkbox"/> Other		<input type="checkbox"/> Palladian Win. <input type="checkbox"/> Screens <input type="checkbox"/> 6 Panel Dr. <input type="checkbox"/> Skylights <input type="checkbox"/> Sliding Glass Dr. <input type="checkbox"/> Storm Dr. <input type="checkbox"/> Storm Win. <input type="checkbox"/> Triple Pane Win. <input type="checkbox"/> Wood Frame		<b>Roads</b> <input type="checkbox"/> Access abv Grade <input type="checkbox"/> Access Bw Grade <input type="checkbox"/> Access on Grade <input type="checkbox"/> Alley <input type="checkbox"/> Black Top <input type="checkbox"/> City / County <input type="checkbox"/> Concrete <input type="checkbox"/> Dirt <input type="checkbox"/> Easement <input type="checkbox"/> / Right of way <input type="checkbox"/> Gravel <input type="checkbox"/> No Road <input type="checkbox"/> Private Road <input type="checkbox"/> Railroad-Markline <input type="checkbox"/> Railroad-Potential <input type="checkbox"/> Railroad-Siding <input type="checkbox"/> Railroad-Spur <input type="checkbox"/> Road Maintenance Agreement <input type="checkbox"/> State <input type="checkbox"/> Tar and Chip <input type="checkbox"/> Unimproved Rd. <input type="checkbox"/> US Highway / Interstate		
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<b>Other Buildings</b> <input type="checkbox"/> Barn / Stable <input type="checkbox"/> Cabana / Pool House <input type="checkbox"/> Carriage House <input type="checkbox"/> Gazebo <input type="checkbox"/> Greenhouse		<input type="checkbox"/> Guest House <input type="checkbox"/> Office / Studio <input type="checkbox"/> Shed <input type="checkbox"/> Tenant House		<b>Topography</b> <input type="checkbox"/> Bottom Land <input type="checkbox"/> Downhill <input type="checkbox"/> Drainage Grpfit <input type="checkbox"/> Hilly <input type="checkbox"/> Level <input type="checkbox"/> Marstry <input type="checkbox"/> Moderate Slope <input type="checkbox"/> Ravine <input type="checkbox"/> Rolling <input type="checkbox"/> Rough Grade <input type="checkbox"/> Sloped <input type="checkbox"/> Topo Plat <input type="checkbox"/> Uphill		<b>Roofing</b> <input type="checkbox"/> Cedar / Shake <input type="checkbox"/> Composite <input type="checkbox"/> Concrete <input type="checkbox"/> Copper <input type="checkbox"/> Fiberglass Shingle <input type="checkbox"/> Foam <input type="checkbox"/> Hip <input type="checkbox"/> Metal <input type="checkbox"/> Rubber <input type="checkbox"/> Shingle-Architectural <input type="checkbox"/> Shingle-Asbestos <input type="checkbox"/> Shingle-Asphalt <input type="checkbox"/> Shingle-Wood <input type="checkbox"/> Slag-Built up <input type="checkbox"/> Slate <input type="checkbox"/> Tile <input type="checkbox"/> Unknown <input type="checkbox"/> Other		
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**UTILITIES**

<b>Heating System</b> <input type="checkbox"/> Baseboard <input type="checkbox"/> Electric Air Filter <input type="checkbox"/> Forced Air <input type="checkbox"/> Heat Pump(s) <input type="checkbox"/> Hot Water <input type="checkbox"/> Humidifier <input type="checkbox"/> None <input type="checkbox"/> Radiant		<input type="checkbox"/> Radiant <input type="checkbox"/> Solar Active/Passive <input type="checkbox"/> Space Heater <input type="checkbox"/> Steam <input type="checkbox"/> SW Chargeover <input type="checkbox"/> Wall Unit <input type="checkbox"/> Woodburning Stove <input type="checkbox"/> Zoned <input type="checkbox"/> Other		<b>Heat Fuel</b> <input type="checkbox"/> Bomed Gas Propane <input type="checkbox"/> Central <input type="checkbox"/> Coal <input type="checkbox"/> Electric <input type="checkbox"/> Kerosene <input type="checkbox"/> Natural Gas <input type="checkbox"/> Natural Gas <input type="checkbox"/> Oil <input type="checkbox"/> Other		<input type="checkbox"/> Solid <input type="checkbox"/> Wood <input type="checkbox"/> Other		<b>Hot Water</b> <input type="checkbox"/> SW Chg Over <input type="checkbox"/> Wood <input type="checkbox"/> Other <input type="checkbox"/> Bomed Gas <input type="checkbox"/> Coal <input type="checkbox"/> Electric <input type="checkbox"/> Multi-Tank <input type="checkbox"/> Natural Gas <input type="checkbox"/> None <input type="checkbox"/> Oil <input type="checkbox"/> Boiler		<b>Water</b> <input type="checkbox"/> Condenser <input type="checkbox"/> Filter <input type="checkbox"/> Piped <input type="checkbox"/> Piped Hookup <input type="checkbox"/> Available <input type="checkbox"/> Soft End <input type="checkbox"/> Tap Fee <input type="checkbox"/> Well <input type="checkbox"/> Well-Shield		<input type="checkbox"/> W/in 50' <input type="checkbox"/> Other <b>Cool Fuel</b> <input type="checkbox"/> Bomed Gas <input type="checkbox"/> Electric <input type="checkbox"/> Natural Gas <input type="checkbox"/> Other	
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<b>Cooling System</b> <input type="checkbox"/> A/C Fan <input type="checkbox"/> Ceiling Fan <input type="checkbox"/> Central A/C <input type="checkbox"/> Ductless A/C <input type="checkbox"/> Heat Pump(s) <input type="checkbox"/> None <input type="checkbox"/> Wall Unit <input type="checkbox"/> Whole House Fan <input type="checkbox"/> Window Units <input type="checkbox"/> Zoned <input type="checkbox"/> Other		<b>Sewer/Septic</b> <input type="checkbox"/> Gravity Septic Ed. <input type="checkbox"/> Mound System <input type="checkbox"/> Pits / Hookup in Area <input type="checkbox"/> Public Sewer <input type="checkbox"/> Public Sewer <input type="checkbox"/> Septic <input type="checkbox"/> Septic Pump <input type="checkbox"/> Septic # of Boms <input type="checkbox"/> Septic # of Boms <input type="checkbox"/> Shared Septic <input type="checkbox"/> W/in 50' <input type="checkbox"/> Other		<b>Metering</b> <input type="checkbox"/> All Common <input type="checkbox"/> Electricity is Separate <input type="checkbox"/> Fully Separate <input type="checkbox"/> Gas is Separate <input type="checkbox"/> Heat is Common <input type="checkbox"/> Other		<b>TV/Cable/Comm</b> <input type="checkbox"/> Cable-Prewired at Dwelling <input type="checkbox"/> Cable TV at Dwelling <input type="checkbox"/> Cable TV at Lotline <input type="checkbox"/> ISDN at Dwelling <input type="checkbox"/> Multiple Phone Lines <input type="checkbox"/> Phone Jacks Modular <input type="checkbox"/> Phone Jacks Plug-in <input type="checkbox"/> Satellite Receiver Dish <input type="checkbox"/> Special Power <input type="checkbox"/> TV Antenna <input type="checkbox"/> TV Jacks <input type="checkbox"/> Underground Utilities <input type="checkbox"/> 220 Line <input type="checkbox"/> Other		
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**INTERIOR**

<b>Other Rooms</b> <input type="checkbox"/> Attic - Finished <input type="checkbox"/> Attic Unfinished <input type="checkbox"/> Den/Study/Library <input type="checkbox"/> Enclosed Glass Porch <input type="checkbox"/> Family Room <input type="checkbox"/> Florida/Sun Room <input type="checkbox"/> Game/Exercise Room <input type="checkbox"/> Great Room <input type="checkbox"/> In Law / Au Pair Suite <input type="checkbox"/> Laundry - BR Level			<input type="checkbox"/> Laundry - 1st Level <input type="checkbox"/> Laundry - Separate Room <input type="checkbox"/> Laundry - Upper Level <input type="checkbox"/> Loft <input type="checkbox"/> Maids Room - Quarters <input type="checkbox"/> Main Level Bedroom <input type="checkbox"/> MBR w/ Sitting Room <input type="checkbox"/> Mud Room <input type="checkbox"/> Photo Lab <input type="checkbox"/> Professional Office			<input type="checkbox"/> Recreation Room <input type="checkbox"/> Solarium <input type="checkbox"/> Storage Room <input type="checkbox"/> Utility Room <input type="checkbox"/> Workshop <input type="checkbox"/> 2 Master Bedrooms <input type="checkbox"/> 2 Story Family Room <input type="checkbox"/> 2nd Story Family <input type="checkbox"/> Overlook <input type="checkbox"/> Other			<b>Dining/Kit</b> <input type="checkbox"/> Breakfast Room <input type="checkbox"/> Dining <input type="checkbox"/> Efficiency Rm <input type="checkbox"/> Family Room Off Kit <input type="checkbox"/> Gallery Kitch <input type="checkbox"/> Kitchen-Breakfast Room <input type="checkbox"/> Kitchen-Library <input type="checkbox"/> Kitchen-Dining Corridor <input type="checkbox"/> Kitchen-Family Room Corridor <input type="checkbox"/> Kitchen-Island <input type="checkbox"/> Kitchen-Living Room <input type="checkbox"/> Other <input type="checkbox"/> Kitchen-Living Space <input type="checkbox"/> Living Corridor <input type="checkbox"/> Separate Dining Room <input type="checkbox"/> Other			<b>Basement</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Bsmnt Entrance</b> <input type="checkbox"/> Area way/Ceiler Exit <input type="checkbox"/> Ceiler Entrance <input type="checkbox"/> Connecting Stairwy <input type="checkbox"/> Front Entrance <input type="checkbox"/> Outside Entrance <input type="checkbox"/> Rear Entrance <input type="checkbox"/> Side Entrance			<b>Basement Type</b> <input type="checkbox"/> English <input type="checkbox"/> Full <input type="checkbox"/> Fully Finished <input type="checkbox"/> Improved <input type="checkbox"/> Other <input type="checkbox"/> Partially Finished <input type="checkbox"/> Storage for Rooms <input type="checkbox"/> Sun <input type="checkbox"/> Unfinished <input type="checkbox"/> Walkout Level <input type="checkbox"/> Walkout Slab		
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<b>Foundation</b> <input type="checkbox"/> Crawf Space <input type="checkbox"/> Slab
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<b>Main Entrance</b> <input type="checkbox"/> Center Hall <input type="checkbox"/> Foyer <input type="checkbox"/> Hall <input type="checkbox"/> Living Room <input type="checkbox"/> Lower Level <input type="checkbox"/> Side <input type="checkbox"/> Split Foyer <input type="checkbox"/> Two Story Foyer <input type="checkbox"/> Other <b>Handicap</b> <input type="checkbox"/> 32" + wide doors <input type="checkbox"/> 36" + wide halls <input type="checkbox"/> Elevator / Chair Lift Kitchen <input type="checkbox"/> Kitchen modification <input type="checkbox"/> Level Entry- Main <input type="checkbox"/> Ramp Main Level <input type="checkbox"/> Roll-in Shower <input type="checkbox"/> Other Bath modification <input type="checkbox"/> Other		<b>Appliances</b> <input type="checkbox"/> Central Vacuum <input type="checkbox"/> Cooktop <input type="checkbox"/> Cooktop-Downdraft <input type="checkbox"/> Dishwasher <input type="checkbox"/> Disposal <input type="checkbox"/> Dryer <input type="checkbox"/> Exhaust Fan <input type="checkbox"/> Extra Refrigerator/ <input type="checkbox"/> Freezer <input type="checkbox"/> Freezer <input type="checkbox"/> Humidifier <input type="checkbox"/> Iceemaker <input type="checkbox"/> Instant Hot Water <input type="checkbox"/> Intercom <input type="checkbox"/> Microwave <input type="checkbox"/> Oven-Double <input type="checkbox"/> Oven/Range-Elec <input type="checkbox"/> Oven Range-Gas <input type="checkbox"/> Oven-self-cleaning <input type="checkbox"/> continuous <input type="checkbox"/> Oven-Wall <input type="checkbox"/> Range Hood <input type="checkbox"/> Refrigerator <input type="checkbox"/> Stk Burner Stove <input type="checkbox"/> Trash Compactor <input type="checkbox"/> Washer <input type="checkbox"/> Water Dispenser <input type="checkbox"/> Other		<b>Amenities</b> <input type="checkbox"/> Attic-Stairs Fixed <input type="checkbox"/> Attic-Stairs Pull Down <input type="checkbox"/> Auto Garage Door Open <input type="checkbox"/> Bidet <input type="checkbox"/> Built-in Bookcases <input type="checkbox"/> Ceramic Counter <input type="checkbox"/> Cedar Closet <input type="checkbox"/> Drapery Rods <input type="checkbox"/> Drapes / Curtains <input type="checkbox"/> Elevator <input type="checkbox"/> Entry Level Bedroom <input type="checkbox"/> Fireplace Equip. <input type="checkbox"/> Flue for Stove <input type="checkbox"/> Furniture Conveys <input type="checkbox"/> Fireplace Glass <input type="checkbox"/> Doors <input type="checkbox"/> Fireplace Heatilator <input type="checkbox"/> Fireplace Mantles <input type="checkbox"/> Fireplace Screen <input type="checkbox"/> Home Warranty <input type="checkbox"/> Indoor Pool <input type="checkbox"/> Laundry Chute <input type="checkbox"/> Lawn/Mower <input type="checkbox"/> Tractor <input type="checkbox"/> MBA-Separate shower <input type="checkbox"/> MBA-Separate Tub <input type="checkbox"/> MBA-Full Bath <input type="checkbox"/> MBA-Half Bath <input type="checkbox"/> Rough in Bath <input type="checkbox"/> Sauna <input type="checkbox"/> Shades/Blinds <input type="checkbox"/> Steam Shower <input type="checkbox"/> Sump Pump <input type="checkbox"/> Tag Items Excl. <input type="checkbox"/> Tub-Soaking <input type="checkbox"/> Tub-2+ person <input type="checkbox"/> Walk-in <input type="checkbox"/> Closet(s) <input type="checkbox"/> Wet Bar/Bar <input type="checkbox"/> Wood Floors <input type="checkbox"/> Wood Stove <input type="checkbox"/> insert <input type="checkbox"/> Wpool Jets <input type="checkbox"/> W/W Carpet		<b>Rest'l Unit Desc</b> <input type="checkbox"/> 1 Bedroom <input type="checkbox"/> 2 Bedroom <input type="checkbox"/> 3 Bedroom <input type="checkbox"/> Basement <input type="checkbox"/> Efficiency <input type="checkbox"/> First Floor <input type="checkbox"/> In-Law Suite <input type="checkbox"/> Jr.1 Bedroom <input type="checkbox"/> One Level <input type="checkbox"/> Professional <input type="checkbox"/> Office <input type="checkbox"/> Second Floor <input type="checkbox"/> and up <input type="checkbox"/> Two Levels <input type="checkbox"/> or more <input type="checkbox"/> Other	
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GENERAL INFORMATION

This section required for HOA/Condo/Coop only!

<b>Special Permits</b> <input type="checkbox"/> Army Corp of Engineers <input type="checkbox"/> Construct non-perm pav <input type="checkbox"/> Construct non-perm shrtr <input type="checkbox"/> Construct non-perm dock <input type="checkbox"/> Construct non-perm Strg bldg <input type="checkbox"/> Construct Stairs/Walkway <input type="checkbox"/> Critical Areas Commission <input type="checkbox"/> Establish a comm facility/use <input type="checkbox"/> Expand a comm facility/use <input type="checkbox"/> Grade/Dredge/Fill <input type="checkbox"/> Install lighting Elec. Fixtures <input type="checkbox"/> Landscaping <input type="checkbox"/> Res. Use Permit <input type="checkbox"/> Valid Drainfield Permit	<b>HOA/Condo/COOP/Rules</b> <input type="checkbox"/> Adult Living Community <input type="checkbox"/> Alter/Arch Changes <input type="checkbox"/> Antennas/Satellite <input type="checkbox"/> Buildings Restrictions <input type="checkbox"/> Elevator Uses <input type="checkbox"/> Fencing <input type="checkbox"/> Move-in Lines <input type="checkbox"/> None <input type="checkbox"/> Parking <input type="checkbox"/> Pets-Allowed <input type="checkbox"/> Pets-Area <input type="checkbox"/> Pets-Cats only <input type="checkbox"/> Pets-Not Allowed <input type="checkbox"/> Pets-Size or # Allowed <input type="checkbox"/> Pets-with Approv of Dep <input type="checkbox"/> Race Equip <input type="checkbox"/> Raining <input type="checkbox"/> RV/Boat/Trailer/Truck <input type="checkbox"/> Sealing <input type="checkbox"/> Other	<b>HOA/Condo/Coop Fee Includes</b> <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Air Conditioning-Units <input type="checkbox"/> Cable TV <input type="checkbox"/> Common Area Maint <input type="checkbox"/> Community Center <input type="checkbox"/> Custodial Services <input type="checkbox"/> Maint <input type="checkbox"/> Electricity <input type="checkbox"/> Exterior Building Maintenance <input type="checkbox"/> Gas <input type="checkbox"/> Golf Course <input type="checkbox"/> Heat <input type="checkbox"/> Management <input type="checkbox"/> Master Int. Pol <input type="checkbox"/> Parking Fee <input type="checkbox"/> Plat/Dock Maint <input type="checkbox"/> Pool(s) <input type="checkbox"/> Rec. Facility <input type="checkbox"/> Reserve Funds <input type="checkbox"/> Road Maint <input type="checkbox"/> Sewer <input type="checkbox"/> Snow Removal <input type="checkbox"/> Taxes <input type="checkbox"/> Tennis Courts <input type="checkbox"/> Tot Lot(s)/Playground <input type="checkbox"/> Trash Removal <input type="checkbox"/> Underlying Mort <input type="checkbox"/> Payment <input type="checkbox"/> Water <input type="checkbox"/> Other	<b>HOA/Condo/Coop/Community Amenities</b> <input type="checkbox"/> Answering Service <input type="checkbox"/> Basketball Courts <input type="checkbox"/> Beach <input type="checkbox"/> Bike Trail <input type="checkbox"/> Beauty Salon <input type="checkbox"/> Boat Slip <input type="checkbox"/> Bowling Alley <input type="checkbox"/> Common Laundry Rm <input type="checkbox"/> Community Center <input type="checkbox"/> Concierge <input type="checkbox"/> Convenience Store <input type="checkbox"/> Elevator <input type="checkbox"/> Exercise Room <input type="checkbox"/> Extra Storage <input type="checkbox"/> Fencing <input type="checkbox"/> Golf Club <input type="checkbox"/> Horse Trails <input type="checkbox"/> Jog/Walk Path <input type="checkbox"/> Mensa Club <input type="checkbox"/> Mooring Area <input type="checkbox"/> Non Lake recreation <input type="checkbox"/> Non-Subdivision <input type="checkbox"/> Party Room <input type="checkbox"/> Pier/Dock <input type="checkbox"/> Pool-Indoor <input type="checkbox"/> Pool Membership <input type="checkbox"/> Available <input type="checkbox"/> Pool-Outdoor <input type="checkbox"/> Putting Green <input type="checkbox"/> Racquetball <input type="checkbox"/> Rec. Center <input type="checkbox"/> Sauna <input type="checkbox"/> Security <input type="checkbox"/> Spa <input type="checkbox"/> Tennis Courts <input type="checkbox"/> Tennis Indoor <input type="checkbox"/> Tot Lot(s) <input type="checkbox"/> playground <input type="checkbox"/> Water/Lake/Priv <input type="checkbox"/> Other
<b>Soil Types</b> <input type="checkbox"/> Clay <input type="checkbox"/> Limestone/Shale <input type="checkbox"/> Loam <input type="checkbox"/> Rocky <input type="checkbox"/> Sandy <input type="checkbox"/> Soil Study Available <input type="checkbox"/> UBC <input type="checkbox"/> UGR <input type="checkbox"/> UCS <input type="checkbox"/> MG <input type="checkbox"/> UMG <input type="checkbox"/> UBW <input type="checkbox"/> NUL <input type="checkbox"/> LLC <input type="checkbox"/> UD <input type="checkbox"/> UNR			

<b>Level Location (Condo/Coops only)</b> <input type="checkbox"/> Patio <input type="checkbox"/> Penthouse <input type="checkbox"/> Terrace <input type="checkbox"/> 1st Floor <input type="checkbox"/> Floors 2-5 <input type="checkbox"/> Floors 6-10 <input type="checkbox"/> Floors 11-15 <input type="checkbox"/> Floors 15+ <input type="checkbox"/> Top Floor	<b>Current Financing/Loan</b> <input type="checkbox"/> 2nd Trust/3rd Trust <input type="checkbox"/> Adjustable <input type="checkbox"/> Assumable Quality <input type="checkbox"/> Assumable-May Escalate <input type="checkbox"/> Assumable-Unrestricted <input type="checkbox"/> CDA <input type="checkbox"/> Clear <input type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> FmHA <input type="checkbox"/> Foreclosure <input type="checkbox"/> Gov't Insured/Guar. Loan <input type="checkbox"/> No Escalation <input type="checkbox"/> Not Assumable <input type="checkbox"/> Pre-foreclosure <input type="checkbox"/> Private	<b>New Financing</b> <input type="checkbox"/> Assumable-Quality <input type="checkbox"/> Assumable-Unrestricted <input type="checkbox"/> Builders Terms <input type="checkbox"/> Buydown/Subsidy <input type="checkbox"/> Cash Above Assumable Loans <input type="checkbox"/> CDA <input type="checkbox"/> Commercial Wrap <input type="checkbox"/> Conventional <input type="checkbox"/> Exchange/Trade <input type="checkbox"/> FHA <input type="checkbox"/> FmHA <input type="checkbox"/> HPAP <input type="checkbox"/> Inc Qual/Credit Ck <input type="checkbox"/> Industrial Rev Bonds <input type="checkbox"/> Joint Venture/Participate <input type="checkbox"/> Lease Purchase <input type="checkbox"/> Negotiable <input type="checkbox"/> Possible Roll Back Tax <input type="checkbox"/> Rent w/ Option to Buy <input type="checkbox"/> Seller Pays some CC <input type="checkbox"/> Seller Take 1st <input type="checkbox"/> Seller take 2/3 wrap <input type="checkbox"/> VA <input type="checkbox"/> Va Substitute Eligibility <input type="checkbox"/> VHDA <input type="checkbox"/> Will Subordinate <input type="checkbox"/> Other	<b>Transportation</b> <input type="checkbox"/> Commuter/Charter Svc <input type="checkbox"/> Public Bus Svc <input type="checkbox"/> Rush Hr. Comm Svc <input type="checkbox"/> W/ in 1 ml. Commuter Rail <input type="checkbox"/> W/ in 1 ml. Metro Bus <input type="checkbox"/> W/ in 1 ML of Metro Rail/Subway <input type="checkbox"/> Other
<b>Current Financing/Loan Con't</b> <input type="checkbox"/> REO Property <input type="checkbox"/> VA <input type="checkbox"/> VHDA <input type="checkbox"/> Wrapped Trust <input type="checkbox"/> Other	<b>Project Approved</b> <input type="checkbox"/> FHA <input type="checkbox"/> FHLMC <input type="checkbox"/> FmHA <input type="checkbox"/> FNMA <input type="checkbox"/> VA <input type="checkbox"/> VHDA <input type="checkbox"/> Other		

<b>Show Instructions</b> <input type="checkbox"/> 24-Hour Notice <input type="checkbox"/> Agent Only-Letter <input type="checkbox"/> Agent Only-Owner/Occupant <input type="checkbox"/> Boundaries not Marked <input type="checkbox"/> Call 1st Alarm Code <input type="checkbox"/> Call 1st Letter <input type="checkbox"/> Call Occupant <input type="checkbox"/> Call Office <input type="checkbox"/> Confidential <input type="checkbox"/> Gate/Entrance Control <input type="checkbox"/> Key at Desk <input type="checkbox"/> Key in Broker's office <input type="checkbox"/> LA Must Accompany <input type="checkbox"/> Lockbox-Combo <input type="checkbox"/> Lockbox-Front door <input type="checkbox"/> Lockbox-Other Location <input type="checkbox"/> Manager Reception Desk <input type="checkbox"/> No Phone <input type="checkbox"/> No Sign on Property <input type="checkbox"/> On Site Sales <input type="checkbox"/> Plans Avail-No models <input type="checkbox"/> Restricted Times-Call LA <input type="checkbox"/> See models <input type="checkbox"/> Show Anytime <input type="checkbox"/> Vacant <input type="checkbox"/> Other	<b>Show Time Open</b> <input type="checkbox"/> 9:00 AM <input type="checkbox"/> 10:00 AM <input type="checkbox"/> 11:00 AM <input type="checkbox"/> 12:00 PM <input type="checkbox"/> 1:00 PM <input type="checkbox"/> 2:00 PM <input type="checkbox"/> 3:00 PM <input type="checkbox"/> 12:00 PM <input type="checkbox"/> 1:00 PM <input type="checkbox"/> 2:00 PM <input type="checkbox"/> 3:00 PM <input type="checkbox"/> 12:00 PM <input type="checkbox"/> 4:00 PM <input type="checkbox"/> 5:00 PM <input type="checkbox"/> 6:00 PM <input type="checkbox"/> 7:00 PM <input type="checkbox"/> Other	<b>Show Day</b> <input type="checkbox"/> All Days <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	<b>Property Condition</b> <input type="checkbox"/> As-is Condition <input type="checkbox"/> Converted Use <input type="checkbox"/> Decorator Allowance <input type="checkbox"/> Shell <input type="checkbox"/> Shows Well <input type="checkbox"/> Renovated/Remodeled <input type="checkbox"/> Restored <input type="checkbox"/> Needs Work <input type="checkbox"/> Rehab potential <input type="checkbox"/> Handyman Special	<b>HOA/Condo/Coop Management</b> <input type="checkbox"/> Builder/Devel <input type="checkbox"/> Owner/Sel-Management <input type="checkbox"/> Professional-Off site <input type="checkbox"/> Professional-On site <input type="checkbox"/> Prop Lessee Assoc <input type="checkbox"/> Other
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<b>Tenants Rights</b> <input type="checkbox"/> Owner Occupied <input type="checkbox"/> Right of First Refusal does not apply <input type="checkbox"/> Tenant group already formed <input type="checkbox"/> Tenant(s) Notified-Call LA F/Types & Date <input type="checkbox"/> Tenant(s) Orig. Notification time expired <input type="checkbox"/> Vacant	<b>Security</b> <input type="checkbox"/> 24 hour security <input type="checkbox"/> Desk in Lobby <input type="checkbox"/> Doorman <input type="checkbox"/> Electric Alarm <input type="checkbox"/> Exterior Cameras <input type="checkbox"/> Fire Detection System <input type="checkbox"/> Home Surveillance System <input type="checkbox"/> Intercom <input type="checkbox"/> Main Entrance Lock <input type="checkbox"/> Monitored <input type="checkbox"/> Motion Detectors <input type="checkbox"/> Non-Monitored <input type="checkbox"/> Resident Manager <input type="checkbox"/> Security Gate <input type="checkbox"/> Sprinkler Sys (indoor) <input type="checkbox"/> Window Grills	<b>Possession</b> <input type="checkbox"/> 0-30 Days CD <input type="checkbox"/> 31-60 Days CD <input type="checkbox"/> 61-90 Days CD <input type="checkbox"/> 91-120 Days CD <input type="checkbox"/> 120-180 Days CD <input type="checkbox"/> 180+ Days <input type="checkbox"/> Coincide with Seller Settle <input type="checkbox"/> Delayed Settlement <input type="checkbox"/> Immediate <input type="checkbox"/> Negotiable <input type="checkbox"/> Pre-Settlement <input type="checkbox"/> Seller Rent Back <input type="checkbox"/> Settlement <input type="checkbox"/> Subject to Existing Lease <input type="checkbox"/> Subject to Home Choice <input type="checkbox"/> Other	<b>Contract Info</b> <input type="checkbox"/> Builder to Hold Earnest Money <input type="checkbox"/> Builder to Write Contract <input type="checkbox"/> Builders Contract required <input type="checkbox"/> Call for Contingency details-Lister <input type="checkbox"/> Compensation equal all homes <input type="checkbox"/> Compensation list home only <input type="checkbox"/> Compensation on Base Price <input type="checkbox"/> Compensation on settled price <input type="checkbox"/> Compensation varies w/in Project <input type="checkbox"/> Contingent contract OK <input type="checkbox"/> Finders Fee <input type="checkbox"/> Local Assoc. Contract <input type="checkbox"/> No extended warranty <input type="checkbox"/> No home sale contingency <input type="checkbox"/> Registration required <input type="checkbox"/> Reto/Bank Addendum <input type="checkbox"/> Special Addendum needed <input type="checkbox"/> Special Contract needed <input type="checkbox"/> Spec/Inventory Home Avail. <input type="checkbox"/> Other
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<b>Tenant Responsible</b> <input type="checkbox"/> All Utilities <input type="checkbox"/> Fireplace/Flue Cleaning <input type="checkbox"/> Frozen Water Pipe Damage <input type="checkbox"/> Gutter Cleaning <input type="checkbox"/> HOA/Condo/Coop Fee Increase <input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Lawn/Treat/Shrub Care <input type="checkbox"/> Lbubs/Filters/Fuses/Alarm Care <input type="checkbox"/> Minor Exterior Maintenance <input type="checkbox"/> Minor Interior Maintenance <input type="checkbox"/> Some Appliances/Equip <input type="checkbox"/> Some Utilities <input type="checkbox"/> Tennis/Pool Dues <input type="checkbox"/> Trash Removal Charges <input type="checkbox"/> Window/Screens	<b>Lease Clauses</b> <input type="checkbox"/> Carpet Cleaning <input type="checkbox"/> Defects/Defect Clause <input type="checkbox"/> Dwp/Military only transfer clause <input type="checkbox"/> Drains Cleaning <input type="checkbox"/> Exempt rent control <input type="checkbox"/> Listing Broker Lease <input type="checkbox"/> Listing Broker Application <input type="checkbox"/> Owner Transfer Clause <input type="checkbox"/> Pets-Allowed <input type="checkbox"/> Pet Damage <input type="checkbox"/> Pets-not allowed <input type="checkbox"/> Pets-owner will consider <input type="checkbox"/> RE tax escalation clause <input type="checkbox"/> Some Appliances/Equip "as-is" <input type="checkbox"/> Special Covenants <input type="checkbox"/> Tenant Transfer Clause <input type="checkbox"/> Other <input type="checkbox"/> Lead Base Paint (Insp. Avail) <input type="checkbox"/> Plat <input type="checkbox"/> Public Works Agreement Valid <input type="checkbox"/> Radon Test Results Avail <input type="checkbox"/> Restrictions <input type="checkbox"/> Rsafe Package avail <input type="checkbox"/> Site Plan <input type="checkbox"/> Soil ground <input type="checkbox"/> Surv-house loc <input type="checkbox"/> Surv-stake <input type="checkbox"/> Surv-tree <input type="checkbox"/> Water agree <input type="checkbox"/> Other	<b>Disclosures</b> <input type="checkbox"/> Agent has fin. interest <input type="checkbox"/> Agent related to Owner <input type="checkbox"/> Built to suit <input type="checkbox"/> Conservation Area <input type="checkbox"/> Contract pending its <input type="checkbox"/> Division potential <input type="checkbox"/> Flood Ins. may be req'd <input type="checkbox"/> Geological Hazard Zone <input type="checkbox"/> High Intensity line <input type="checkbox"/> Historic property <input type="checkbox"/> Land Trust <input type="checkbox"/> Maryland DNR <input type="checkbox"/> Mineral Lease <input type="checkbox"/> Mineral rights reserved <input type="checkbox"/> Sell entirely <input type="checkbox"/> Off-site requirements <input type="checkbox"/> Owner RE license <input type="checkbox"/> Pipeline <input type="checkbox"/> Profers <input type="checkbox"/> Prop Seller Disclaimer <input type="checkbox"/> Prop Seller Disclosure <input type="checkbox"/> Exempt Disclosure <input type="checkbox"/> Exempt Disclaimer <input type="checkbox"/> Room Addition <input type="checkbox"/> who permit <input type="checkbox"/> Sell Entirely <input type="checkbox"/> Subject to VA POA <input type="checkbox"/> Surface Lease <input type="checkbox"/> Underground Storage <input type="checkbox"/> Tank <input type="checkbox"/> Under Lease <input type="checkbox"/> Other	<b>Rent Includes</b> <input type="checkbox"/> Additional Storage <input type="checkbox"/> Air Conditioning <input type="checkbox"/> Cable TV <input type="checkbox"/> Community Center <input type="checkbox"/> Electricity <input type="checkbox"/> Furnished <input type="checkbox"/> Gas <input type="checkbox"/> Grounds Maintenance <input type="checkbox"/> Heat <input type="checkbox"/> HOA/Condo/Coop Fee <input type="checkbox"/> HVAC Maintenance <input type="checkbox"/> Lawn Service <input type="checkbox"/> Linens/Utensils <input type="checkbox"/> Maid Service <input type="checkbox"/> Oil <input type="checkbox"/> Parking <input type="checkbox"/> Partially Furnished <input type="checkbox"/> Party Room <input type="checkbox"/> Pool Maintenance <input type="checkbox"/> Recreation Facility <input type="checkbox"/> Secretarial/Answering Services <input type="checkbox"/> Trash Removal <input type="checkbox"/> Water & Sewer	<b>Rental Special</b> <input type="checkbox"/> Addl Comp-L T Lease <input type="checkbox"/> Addl Comp-sale <input type="checkbox"/> Comp-Annual Lease <input type="checkbox"/> Comp-Gross Lease <input type="checkbox"/> Comp Pro Rated <input type="checkbox"/> Escalation Cla call LA <input type="checkbox"/> Non Mgt Rental <input type="checkbox"/> Rent w/ Option to buy <input type="checkbox"/> Rental Facility License <input type="checkbox"/> Subsidized Housing <input type="checkbox"/> Accepted <input type="checkbox"/> Unfurnished <input type="checkbox"/> Non Ref Dep Reg <input type="checkbox"/> Owner Resv strg <input type="checkbox"/> Prop Mgt Rental <input type="checkbox"/> Short term Considered
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Directions:

**REMARKS**

General Remarks	
Farm Remarks	

Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet
Room Type	Width	Length	Level	L1	M	U1	Flooring	Carpet	Vinyl	Area Rug	Fireplace	Gas	Wood
				L2		U2	Other	Marble	Wood	Ceramic	Decorative		Pellet

Owner 1	Last Name	First Name	Home/Pro/On-site Phone	Office Phone		
Owner 2	Last Name	First Name	Home/Pro/On-site Phone	Office Phone		
Occpt 1	Last Name	First Name	Home/Pro/On-site Phone	Office Phone	Monthly Rent	Lease Exp. Date
Occpt 2	Last Name	First Name	Home/Pro/On-site Phone	Office Phone	Monthly Rent	Lease Exp. Date

**FINANCIAL INFORMATION**

Earliest Money	Cash to Assume	Owner/Priv Fin.	Int Rate %	Years	Amort Years	Balloon # Years	Ann. Grnd Rent \$	Capitalized Value- Grnd Rnt
Parking Incl in Sales Price	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Parking Sale Price					

**TRUST INFORMATION**

1st Trust Bal.	1st Trust P&I	1st Trust Int. Rate	1st Trust Orig. Date	1st Trust Remaining Years
2nd Trust Bal.	2nd Trust P&I	2nd Trust Int. Rate	2nd Trust Orig. Date	2nd Trust Remaining Years

**TAX INFORMATION**

County \$	City/Town \$	Front Foot Fee \$	Refuse \$	Tap \$	Special Tax Assess. \$	Total Taxes \$	Tax Year
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**ASSESSMENT INFORMATION**

Land \$	Improvements \$	Total Assessment \$	Agrt. Dist	Agrt. Tax Due	Transfer Dev. Rights (TDR)	Year Assessed
				Yes <input type="checkbox"/>	No <input type="checkbox"/>	

**FEE INFORMATION**

HOA \$	HOA Pymt Freq.
Condo Coop Fee	Condo Coop Pymt Freq
Other Fees \$	Other Pymt Freq

**RENTAL INFORMATION**

Water Sewer Hookup Fees \$	Annual Rent Income \$	Rental Year
Special Assessment 1 \$	Term	Sec. Dep
Special Assessment 2 \$	Term	Per Dep.
		Proc. Fee
		Elev. Use Fee
		Move in Fee
		Date Avail mm/dd/yy
		Min Lease Mo
		Max Lease Mo.

**WATERFRONT**

<input type="checkbox"/> Water Oriented	<input type="checkbox"/> Water Access	<input type="checkbox"/> Water View	<input type="checkbox"/> Water Front	<input type="checkbox"/> Physical Dock / Slip Conveys
Mean Low Water	Exposure	Exposure	Water Frontage	Name of Body Of Water
		N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/>		# of Boats permitted
		NE <input type="checkbox"/> SE <input type="checkbox"/> NW <input type="checkbox"/> SW <input type="checkbox"/>		Power <input type="checkbox"/> Non-Power <input type="checkbox"/>

**FARM SECTION**

Total Acres	Fenced Areas	Pasture Acres	Wooded Acres	Number of Silos	Main Barn Size	Total Silos Capacity	Number Tenant Dwellings
Farm Operation	Truck <input type="checkbox"/>	Feeder Operation	Farm Buildings	Horse Stable <input type="checkbox"/>	Greenhouse <input type="checkbox"/>	Other <input type="checkbox"/>	Types of Stables
Horse <input type="checkbox"/>	Row Crop <input type="checkbox"/>	General <input type="checkbox"/>	None <input type="checkbox"/>	Poultry House <input type="checkbox"/>	Machine Shed <input type="checkbox"/>	Run-in Shed <input type="checkbox"/>	Center Aisle <input type="checkbox"/>
Beef <input type="checkbox"/>	Grain <input type="checkbox"/>	Vineyard <input type="checkbox"/>	Barn <input type="checkbox"/>	Cattle/Dairy <input type="checkbox"/>	Bank Barn <input type="checkbox"/>	Run-in Shed <input type="checkbox"/>	Shed Row <input type="checkbox"/>
							Salmon <input type="checkbox"/>
							Present Livestock
							Cattle <input type="checkbox"/>
							Poultry <input type="checkbox"/>
							Horses <input type="checkbox"/>
							Other <input type="checkbox"/>
							Pigs <input type="checkbox"/>
							None <input type="checkbox"/>
							Potential Liv Stock
							Cattle <input type="checkbox"/>
							Poultry <input type="checkbox"/>
							Horses <input type="checkbox"/>
							Other <input type="checkbox"/>
							Pigs <input type="checkbox"/>
							None <input type="checkbox"/>



Greater Capital Area Association of REALTORS®, Inc.



REGIONAL SALES CONTRACT

This SALES CONTRACT ("Contract") is made on \_\_\_\_\_, \_\_\_\_\_ ("Contract Date") between \_\_\_\_\_ ("Purchaser") and \_\_\_\_\_ ("Seller") who hereby confirm and acknowledge by their initials and signatures below the prior disclosure that in this real estate transaction \_\_\_\_\_

\_\_\_\_\_ ("Listing Company") represents the Seller, and \_\_\_\_\_ ("Selling Company") represents  the Purchaser OR  the Seller. The Listing Company and Selling Company are collectively referred to as ("Broker") (If the brokerage firm is acting as a dual representative for both the Seller and the Purchaser, then the appropriate disclosure form is attached and made a part of this Contract.)

1. REAL PROPERTY. The Purchaser will buy and the Seller will sell for the sales price ("Sales Price"), the Seller's entire interest in the land (with all improvements, rights and appurtenances) described as follows: TAX Map/ID # \_\_\_\_\_, Legal Description: Lot(s) \_\_\_\_\_, Block/Square \_\_\_\_\_, Section \_\_\_\_\_, Subdivision or Condominium \_\_\_\_\_, Unit \_\_\_\_\_, Parking Space(s) # \_\_\_\_\_, County \_\_\_\_\_, Deed Book/Liber \_\_\_\_\_, Page/Folio # \_\_\_\_\_, Street Address: \_\_\_\_\_, State \_\_\_\_\_, Zip Code \_\_\_\_\_ ("Property").

2. PERSONAL PROPERTY, FIXTURES AND UTILITIES. The Sales Price includes the following personal property and fixtures: A. Any existing built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, smoke and heat detectors, tv antenna, exterior trees and shrubs and, B. The items marked YES below as currently installed or offered.

- YES NO YES NO YES NO YES NO
  Stove or Range
  Cooktop
  Wall Oven(s) # \_\_\_\_\_
  Refrigerator(s) # \_\_\_\_\_
  w/ Ice Maker(s) # \_\_\_\_\_
  Dishwasher
  Built-in Microwave
  Trash Compactor
  Disposal
  Freezer
  Window(s) # \_\_\_\_\_
  Window A/C Unit(s) # \_\_\_\_\_
  Pool, Equip. & Cover
  Hot Tub, Equip. & Cover
  Satellite Dish and Equip.
  Window Treatments
  Ceiling Fan(s) # \_\_\_\_\_
  Washer
  Dryer
  Furnace Humidifier
  Electronic Air Filter
  Central Vacuum
  Water Treatment System
  Exhaust Fan(s)
  Alarm System
  Intercom
  Storage Shed(s) # \_\_\_\_\_
  Garage Opener(s) # \_\_\_\_\_
  w/ remote(s) # \_\_\_\_\_
  Playground Equipment
  Wood Stove
  Fireplace Screen/ Doors

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

WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)
Water Supply:  Public  Well \_\_\_\_\_ Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_
Sewage Disposal:  Public  Septic # BR \_\_\_\_\_ Air Conditioning:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_
Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_

3. EQUIPMENT, MAINTENANCE AND CONDITION. The Purchaser accepts the Property in the condition as of the Contract Date except as otherwise provided herein. The Seller warrants that the existing appliances, heating, cooling, plumbing, electrical systems and equipment, and smoke and heat detectors (as required), will be in normal working order as of the possession date. The Seller will deliver the Property in substantially the same condition as on the Contract Date and broom clean with all trash and debris removed. The Purchaser and the Seller will not hold the Broker liable for any breach of this paragraph.

4. PRICE AND FINANCING
A. Down Payment \$ \_\_\_\_\_
B. Financing 1. First Trust \$ \_\_\_\_\_
2. Second Trust \$ \_\_\_\_\_
3. Seller Held Trust - addendum attached \$ \_\_\_\_\_
TOTAL FINANCING \$ \_\_\_\_\_
SALES PRICE \$ \_\_\_\_\_

5. DEPOSIT. A. The Purchaser has made a deposit ("Deposit") with \_\_\_\_\_ ("Escrow Agent") of  \$ \_\_\_\_\_ by check and/or  \$ \_\_\_\_\_ by note due and payable on \_\_\_\_\_, receipt of which is hereby acknowledged. B. The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification to conform with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) Credited toward the Sales Price at Settlement; (ii) All parties have agreed in writing as to its disposition; (iii) A court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) Disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction.

6. DOWN PAYMENT. The balance of the down payment will be paid at Settlement by certified or cashier's check or by bank wired funds.

7. DEED(S) OF TRUST.

A. FIRST DEED OF TRUST. The Purchaser will  OBTAIN OR  ASSUME: a  Conventional  FHA  VA  Other \_\_\_\_\_ First Deed of Trust loan amortized over \_\_\_\_\_ years at a  FIXED OR an  ADJUSTABLE rate bearing (initial) interest of \_\_\_\_\_% per year or market rate available. Special Terms (if any): \_\_\_\_\_

B. SECOND DEED OF TRUST. The Purchaser will  OBTAIN, OR  ASSUME a Second Deed of Trust loan amortized over \_\_\_\_\_ years at a  FIXED OR an  ADJUSTABLE rate bearing (initial) interest of \_\_\_\_\_% per year or market rate available. Special Terms (if any): \_\_\_\_\_

C. ASSUMPTION ONLY: Assumption fee, if any, and all charges related to the assumption will be paid by the Purchaser. If the Purchaser assumes the Seller's loan; (i) The Purchaser and the Seller  will, OR  will not obtain a release of the Seller's liability to the U.S. Government for the repayment of the loan by Settlement. (ii) The Purchaser and Seller  will, OR  will not obtain substitution of the Seller's VA entitlement by Settlement. (iii) Balances of any assumed loans, secondary financing and cash down payments are approximate.

8. ADDITIONAL FINANCING TERMS.

A.  CONVENTIONAL FINANCING. Based on the financing terms specified in this Contract, the Seller will pay \$ \_\_\_\_\_ toward the Purchaser's charges, (including but not limited to loan origination fees, discount fees, buy down or subsidy fees, prepaids or other charges as allowed by the lender). The Purchaser will pay all remaining Purchaser's charges. If applicable, the Purchaser will pay at Settlement, or finance any initial private mortgage insurance.

If the lender's appraisal is not equal to or greater than the Sales Price, the Purchaser will have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. The Purchaser's election to proceed with consummation of this Contract without regard to the amount of the appraised valuation will be made within 3 Days after the notification to the Purchaser of the appraised value. If the Purchaser does not make this election, it will be the Seller's option to lower the Sales Price to the appraised value and this Contract will remain in full force and effect at the lower Sales Price. If the Seller does not make this election, the parties may agree to mutually acceptable terms. Each election must be made by Notice within 3 Days after Notice from the other party. The parties will immediately sign any appropriate amendments. If the parties fail to agree, this Contract will become void.

B.  VA OR  FHA FINANCING

The Purchaser will  pay at Settlement, OR  finance any VA Funding Fee or FHA initial Mortgage Insurance Premium. Based on the financing specified in this Contract, the Seller will pay \_\_\_\_\_ toward the Purchaser's charges (including but not limited to loan origination fees, discount fees, buydown or subsidy fees, prepaids or other charges as allowed by the lender) except that the total amount of any lender charges which cannot by law or regulation be charged to the Purchaser will be paid by the Seller. These charges, if any, will first be deducted from any Seller credit, and the remaining balance, if any, will then be applied to the Purchaser's other charges. The Purchaser will pay all remaining Purchaser's charges. If VA or FHA financing applies, it is expressly agreed that, notwithstanding any other provisions of this Contract, the Purchaser will not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner or Direct Endorsement Lender/Department of Veterans Affairs or the Lender Approval Processing Program (LAPP) underwriter setting forth the appraised value of the Property (excluding closing costs) of not less than \$ \_\_\_\_\_. The Purchaser will have the privilege and option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation. THE APPRAISED VALUATION IS ARRIVED AT TO DETERMINE THE MAXIMUM MORTGAGE THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT /DEPARTMENT OF VETERANS AFFAIRS WILL INSURE/GUARANTEE. HUD/DEPARTMENT OF VETERANS AFFAIRS AND THE MORTGAGEE DOES NOT WARRANT THE VALUE NOR THE CONDITION OF THE PROPERTY. THE PURCHASER SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE PROPERTY ARE ACCEPTABLE.

If VA Financing applies, the Purchaser agrees that should the Purchaser elect to complete the purchase at an amount in excess of the reasonable value established by the Department of Veterans Affairs, the Purchaser shall pay such excess amount in cash from a source which the Purchaser agrees to disclose to the Department of Veterans Affairs, and which the Purchaser represents will not be borrowed funds except as approved by the Department of Veterans Affairs. The Purchaser's exercise of the option shall be made in writing within 3 Days of the notification to the Purchaser of the appraised value, or this Contract shall become void.

If FHA financing applies, the Purchaser's exercise of the option of proceeding with consummation of this Contract without regard to the amount of the appraised valuation shall be made in writing within 3 Days of the notification to the Purchaser of the appraised value, or this Contract shall become void. The FHA loan amount may be approximate because the financed acquisition costs cannot be determined until the Settlement.

9. LOAN APPLICATION AND APPROVAL.

A. FINANCING APPLICATION. The Purchaser will make written application for the financing or assumption called for in this Contract ("Specified Financing") within 7 days after Date of Ratification. The Purchaser grants permission for the Selling Company and the lender to disclose to the Listing Company and the Seller general information available about the progress of the loan application and loan approval process.

B. LENDER'S APPROVAL CONTINGENCY. This Contract is contingent until 9 p.m. \_\_\_\_\_ Days after Date of Ratification ("Deadline") upon the Purchaser Delivering to the Seller a letter from the lender stating that the Purchaser is approved for the Specified Financing ("Lender's Letter"). Upon Seller's receipt of the Lender's Letter, this Contract is no longer contingent on the Purchaser being approved for the Specified Financing and this Contract will remain in full force and effect. TIME IS OF THE ESSENCE.

(i) If the Purchaser does not Deliver the Lender's Letter by the Deadline, the lender's approval contingency will continue, unless the Seller at Seller's option gives Notice to Purchaser that this Contract will become void. If the Seller Delivers such Notice this Contract will become void at 9 p.m. on the third day following Delivery of Seller's Notice unless prior to that date and time:

- a. Purchaser Delivers to Seller the Lender's Letter; OR
- b. Purchaser removes this LENDER'S APPROVAL CONTINGENCY and provides Seller with evidence of sufficient funds available to complete Settlement without obtaining financing.

(ii) The Purchaser may substitute alternative financing for Specified Financing provided:

- a. There is no additional expense to the Seller; and
- b. The Settlement Date is not delayed.

(iii) If prior to satisfaction or removal of the LENDER'S APPROVAL CONTINGENCY the Purchaser receives a written rejection for the Specified Financing and Delivers a copy of the written rejection to the Seller, this Contract will become void.

C. DEFAULT. The Purchaser will be in default if Settlement does not occur on the Settlement Date because the Purchaser:

- (i) Fails to lock-in the interest rate(s) as specified above and the rate(s) increase so that the Purchaser no longer qualifies for such financing; **OR**
- (ii) Applies for, and fails to obtain, alternative financing instead of the Specified Financing, unless the Seller consents in writing to the alternative financing terms, in which case the alternative financing becomes the Specified Financing; **OR**
- (iii) Fails to comply with the lender's reasonable requirements in a timely manner; **OR**
- (iv) Fails to immediately give Notice to the Seller or the Broker of any material adverse changes in the Purchaser's assets, liabilities, or income; **OR**
- (v) Does not have the down payment, closing fees and any other funds to settle as provided in this Contract; **OR**
- (vi) Does or fails to do any act following the Date of Ratification that prevents the Purchaser from obtaining the financing; **OR**
- (vii) Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Purchaser's inability to secure the financing.

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

11. **ACCESS TO PROPERTY.** The Seller will provide the Broker, the Purchaser, inspectors representing the Purchaser and representatives of lending institutions for appraisal purposes, reasonable access to the Property to comply with this Contract. The Purchaser and/or the Purchaser's representative will have the right to make an inspection prior to Settlement and/or occupancy, at which time the Seller will have all utilities in service.

12. **WELL AND SEPTIC.** If the Property is on well and/or septic systems, the  Purchaser, at Purchaser's expense **OR**  Seller, at Seller's expense, will furnish the Purchaser on or before Settlement with a certificate dated not more than 30 days prior to Settlement from the  appropriate local government authority, or  a private company, indicating that: A. The well water contains no more than the acceptable level of coliform bacteria and; B. The septic system appears to be functioning satisfactorily, and if known by public records, was installed pursuant to a valid health department permit. If either system is found defective or substandard according to the certificate, the Seller will take appropriate remedial action at the Seller's expense.

13. **TERMITE INSPECTION.** The  Purchaser at the Purchaser's expense **OR** the  Seller at the Seller's expense, will furnish a written report from a pest control firm dated not more than  30 **OR**  60 days prior to Settlement showing that all dwelling(s) and/or garage(s) within the Property (excluding fences or shrubs not abutting garage(s) or dwelling(s)) are free of visible evidence of active termites and other wood-destroying insects, and free from visible structural insect damage. Any extermination and structural repairs identified in the inspection report will be at the Seller's expense.

14. **REPAIRS.** If, as a condition of providing financing under this Contract, the lender requires repairs to be made to the Property, then the Purchaser will give Notice to the Seller of the lender's required repairs. Within 5 Days after Notice, the Seller will give Notice to the Purchaser whether the Seller will make the repairs. If the Seller will not make the repairs, the Purchaser will give Notice to the Seller within 5 Days after the Seller's Notice whether the Purchaser will make the repairs. If neither the Seller nor the Purchaser will make the repairs, then this Contract will become void. This clause will not release the Seller from any responsibilities set forth in the paragraphs titled PERSONAL PROPERTY, FIXTURES AND UTILITIES; EQUIPMENT, MAINTENANCE AND CONDITION; WELL AND SEPTIC; TERMITE INSPECTION; or OTHER TERMS, or any terms specifically set forth in this Contract and any addenda.

15. **DAMAGE OR LOSS.** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with the Seller until the execution and delivery of the deed of conveyance.

16. **TITLE** The title report and survey, if required, will be ordered promptly and, if not available on the Settlement Date, then Settlement may be delayed for up to 10 business days to obtain the title report and survey after which this Contract, at the option of the Seller, may be terminated and the Deposit will be refunded in full to the Purchaser according to the terms of the DEPOSIT paragraph. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens except for any loans assumed by the Purchaser. The Seller will pay any special assessments and will comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowners' or property owners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. Title may be subject to commonly acceptable easements, covenants, conditions and restrictions of record, if any; otherwise, the Purchaser may declare this Contract void, unless the defects are of such character that they may be remedied within 30 Days beyond the Settlement Date. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Seller's expense. The Broker is hereby expressly released from all liability for damages by reason of any defect in the title. The Seller will convey the Property by general warranty deed with English covenants of title (Virginia); general warranty deed (West Virginia); special warranty deed (D.C. and Maryland). The Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain pay-off or assumption information from any existing lenders.

17. **POSSESSION DATE.** Unless otherwise agreed to in writing between the Seller and the Purchaser, the Seller will give possession of the Property at the Settlement. If the Seller fails to do so and occupies the Property beyond the Settlement, the Seller will be a tenant by sufferance of the Purchaser and hereby expressly waives all notice to quit as provided by law. The Purchaser will have the right to proceed by any legal means available to obtain possession of the Property. The Seller will pay any damages and costs incurred by the Purchaser including reasonable attorney fees.

18. **SETTLEMENT.** The Seller and the Purchaser will make full settlement in accordance with the terms of this Contract ("Settlement") on, or with mutual consent before, \_\_\_\_\_, ("Settlement Date") except as otherwise provided in this Contract.

19. **SETTLEMENT AGENT.** (Not for use in Virginia; see the Virginia Jurisdictional Addendum) The Purchaser selects \_\_\_\_\_ ("Settlement Agent") to conduct the Settlement. Either party may retain their own counsel. The Purchaser agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement. The Settlement Agent will order the title exam and survey if required.

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

21. **BROKER'S FEE.** The Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") as set forth in the listing agreement and to disburse the compensation offered by the Listing Company to the Selling Company in writing as of the Contract Date, and the remaining amount of Broker's compensation to the Listing Company.

22. **ADJUSTMENTS.** Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the day of Settlement. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of the Purchaser. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that recorded assessments for improvements completed prior to Settlement, whether assessments have been levied or not, will be paid by the Seller or allowance made at Settlement. If a Deed of Trust is assumed, interest will be adjusted to the Settlement Date and the Purchaser will reimburse the Seller for existing escrow accounts, if any.

23. **ATTORNEY'S FEES.** In any action or proceeding involving a dispute between the Purchaser and the Seller arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s). In the event a dispute arises resulting in the Broker being made a party to any litigation or if the Broker is required to bring litigation to collect the Broker's Fee, the Purchaser and Seller agree to indemnify the Broker, its employees, and/or licensees for all attorney fees and costs of litigation, unless the litigation results in a judgment against the Broker, its employees and/or licensees.

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

25. **DEFAULT.** If the Purchaser fails to complete Settlement, at the option of the Seller, the Deposit may be forfeited as liquidated damages and not as a penalty, in which event the Purchaser will be relieved from further liability to the Seller. If the Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of the Purchaser's liability in the event of a default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement). If the Seller fails to complete Settlement, the Purchaser will have all legal or equitable remedies, including specific performance and/or damages. If either the Seller or Purchaser refuses to execute a release of Deposit when requested to do so in writing and a court finds that they should have executed the agreement, the party who so refused to execute a release of Deposit will pay the expenses, including, without limitation, reasonable attorney's fees, incurred by the other party in the litigation. The Seller and Purchaser agree that no Escrow Agent will have any liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except only in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that the Seller and Purchaser each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct. If either the Purchaser or the Seller is in default, then in addition to all other damages, the defaulting party will immediately pay the costs incurred for the title examination, appraisal, survey and the Broker's Fee in full.

26. **OTHER DISCLOSURES.** The Purchaser and Seller are advised to seek professional advice concerning the condition of the Property or other legal and tax matters. The following subparagraphs disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the following disclosures:

A. **PROPERTY CONDITION.** See EQUIPMENT, MAINTENANCE AND CONDITION Paragraph. Various inspection services and home warranty insurance programs are available. The Broker is not advising the parties as to certain other issues, including without limitation: water, sewer or septic; soil condition; flood hazard areas; possible restrictions of the use of the Property due to restrictive covenants, zoning, subdivision, or environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.

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

C. **FINANCING.** Mortgage rates and associated charges vary with financial institutions and the marketplace. The Purchaser has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract. The financing may require substantial lump sum (balloon) payments on the due dates. The Purchaser has not relied upon any representations regarding the future availability of mortgage money or interest rates for the refinancing of any such lump sum payments.

D. **BROKER.** The Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, the Broker may receive compensation related to other services provided in the course of this transaction. The Purchaser and Seller acknowledge that the Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider.

27. **ASSIGNABILITY.** This Contract may not be assigned without the written consent of the Purchaser and the Seller. If the Purchaser and the Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.

28. **DEFINITIONS.** "Days" means calendar days unless otherwise specified. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 9 p.m. on the Day specified. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior business day. "Date of Ratification" means the date of final acceptance in writing of all the terms of this Contract (not the date of expiration or removal of any contingencies). "Delivery" means hand-carried, sent by overnight delivery service, by facsimile transmission as provided for in the NOTICES Paragraph, or when receipt is acknowledged in writing. In the event of overnight delivery service, Delivery will be deemed to have been made on the Day following the sending. The masculine includes the feminine and the singular includes the plural.

29. **NOTICES.** All notices ("Notice") required to be given by this Contract will be in writing and will be effective as of the date on which such Notice is Delivered:

A. Addressed to the Seller at: \_\_\_\_\_ OR transmitted by facsimile to (\_\_\_\_\_) \_\_\_\_\_;  
B. Addressed to the Purchaser at: \_\_\_\_\_ OR transmitted by facsimile to (\_\_\_\_\_) \_\_\_\_\_.

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

31. **VOID CONTRACT.** If this Contract becomes void, both parties will immediately execute a release directing that the Deposit be refunded in full to the Purchaser according to the terms of the DEPOSIT paragraph.

32. **ADDITIONS.** The appropriate **JURISDICTIONAL ADDENDUM** and **LEAD BASED PAINT ADDENDA** (if applicable) must be attached and made a part of this Contract. The following are made a part of this Contract:

- Yes STATE JURISDICTIONAL ADDENDUM  DC  VA  MD  WVVA  Other \_\_\_\_\_
- Yes  No HOME INSPECTION CONTINGENCY  Yes  No LEAD - BASED PAINT DISCLOSURE FORM
- Yes  No RADON TESTING CONTINGENCY  Yes  No LEAD - BASED PAINT INSPECTION CONTINGENCY
- Yes  No SALE OF HOME CONTINGENCY  Yes  No FHA HOME INSPECTION NOTICE
- Yes  No CONDO/COOP ADDENDUM (DC and MD)
- Yes  No HOME WARRANTY POLICY paid for by:  Purchaser or  Seller.  
Cost not to exceed \$\_\_\_\_\_. Warranty provider to be \_\_\_\_\_.
- Yes  No OTHER (specify): \_\_\_\_\_

33. **OTHER TERMS.** \_\_\_\_\_

34. **ENTIRE AGREEMENT.** This Contract will be binding upon the parties, and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions hereof will survive the delivery of the deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the appropriate jurisdiction.

**SELLER:** \_\_\_\_\_ **PURCHASER:** \_\_\_\_\_  
Date / \_\_\_\_\_ (SEAL) Date / \_\_\_\_\_ (SEAL)  
Signature Signature  
Date / \_\_\_\_\_ (SEAL) Date / \_\_\_\_\_ (SEAL)  
Signature Signature

Date of Ratification (see DEFINITIONS PARAGRAPH) \_\_\_\_\_

\*\*\*\*\*

**For information purposes only:**

Listing Company's Name and Address: \_\_\_\_\_ Selling Company's Name and Address: \_\_\_\_\_  
Office # \_\_\_\_\_ FAX # \_\_\_\_\_ Office # \_\_\_\_\_ FAX # \_\_\_\_\_  
MRIS Broker Code: \_\_\_\_\_ MRIS Office ID# \_\_\_\_\_ MRIS Broker Code: \_\_\_\_\_ MRIS Office ID# \_\_\_\_\_  
Agent Name \_\_\_\_\_ Agent Name \_\_\_\_\_  
Agent MRIS ID# \_\_\_\_\_ Agent MRIS ID# \_\_\_\_\_  
Agent Email Address \_\_\_\_\_ Agent Email Address \_\_\_\_\_

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**BUYERS ADMINISTRATIVE FEE**

Due to steadily increasing costs necessary to protect purchasers in the home buying transaction, such as, fair housing, lead paint, agency, property disclosure, and Magan's Law, an administrative fee of one hundred and ninety-five dollars (\$195.00) will be collected from buyers at the time of settlement on their purchased property.

Purchasers who use VA/FHA financing are exempt from paying the administrative fee per government regulations.

\_\_\_\_\_  
Purchaser Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Purchaser Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Agent's Name (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



Phone:

Fax:

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