



Inclusions/Exclusions Disclosure and Addendum (Required for use with GCAAR Sales Contract)

Property Address: 4608 Strathmore Ave, Garrett Park, MD 20896

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE

Personal Property and Fixtures: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. If more than one of an item conveys, the number of items is noted. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT** convey. The items marked YES below convey.

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Freezer (separate)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Satellite Dish
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Storage Shed
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Ceiling Fan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>	/	Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Central Vacuum	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Trash Compactor
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Gas Log	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Wall Oven
<input checked="" type="checkbox"/>	<input type="checkbox"/>	/	Clothes Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Water Treatment System
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Cooktop	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Intercom	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Window A/C Unit
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Window Fan
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Disposer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Pool, Equip, & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Window Treatments
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Electronic Air Filter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	/	Refrigerator	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Wood Stove
<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	Fireplace Screen/Door	<input type="checkbox"/>	<input checked="" type="checkbox"/>	/	w/ ice maker				

OTHER Home to be sold AS-is

LEASED ITEMS
Any leased items, systems or service contracts (including but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Buyer and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the Property and gives permission to make this information available to prospective buyers.

[Signature] 1/12/16
 Seller E J Dolan Tr TRUSTEE Date _____ Seller _____ Date _____

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated _____ between Seller E J Dolan Tr _____ and Buyer _____ is hereby amended by the incorporation of Parts I and II herein.

Seller E J Dolan Tr _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____



MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 4608 Strathmore Ave, Garrett Park, MD 20896

Legal Description: Garrett Park

NOTICE TO SELLER AND PURCHASER

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

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

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

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

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

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

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How long have you owned the property? _____

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

Water Supply Public Well Other _____
Sewage Disposal Public Septic System approved for _____ (# bedrooms) **Other Type** _____
Garbage Disposal Yes No
Dishwasher Yes No
Heating Oil Natural Gas Electric Heat Pump Age _____ Other _____
Air Conditioning Oil Natural Gas Electric Heat Pump Age _____ Other _____
Hot Water Oil Natural Gas Electric Capacity _____ Age _____ Other _____

Please indicate your actual knowledge with respect to the following:

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

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

3. Roof: Any leaks or evidence of moisture? Yes No Unknown
Type of Roof: _____ Age _____
Comments: _____
Is there any existing fire retardant treated plywood? Yes No Unknown
Comments: _____

4. Other Structural Systems, including exterior walls and floors:
Comments: _____
Any defects (structural or otherwise)? Yes No Unknown
Comments: _____

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

6. Heating Systems: Is heat supplied to all finished rooms? Yes No Unknown
Comments: _____
Is the system in operating condition? Yes No Unknown
Comments: _____

7. Air Conditioning System: Is cooling supplied to all finished rooms? Yes No Unknown Does Not Apply
Comments: _____
Is the system in operating condition? Yes No Unknown Does Not Apply
Comments: _____

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
 Yes No Unknown
Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? Yes No
Are the smoke alarms over 10 years old? Yes No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? Yes No
Comments: _____

9. Septic Systems: Is the septic system functioning properly? Yes No Unknown Does Not Apply
When was the system last pumped? Date _____ Unknown
Comments: _____

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

Comments: _____

Home water treatment system: Yes No Unknown

Comments: _____

Fire sprinkler system: Yes No Unknown Does Not Apply

Comments: _____

Are the systems in operating condition? Yes No Unknown

Comments: _____

11. Insulation:

In exterior walls? Yes No Unknown

In ceiling/attic? Yes No Unknown

In any other areas? Yes No Where? _____

Comments: _____

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

Yes No Unknown

Comments: _____

Are gutters and downspouts in good repair? Yes No Unknown

Comments: _____

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

Comments: _____

Any treatments or repairs? Yes No Unknown

Any warranties? Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

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

If yes, specify below

Comments: _____

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

Comments: _____

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

Comments: _____

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

Yes No Unknown If yes, specify below

Comments: _____

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

Yes No Unknown

Comments: _____

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

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

Owner _____ Date _____

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

Owner *[Signature]* Trustee Date 11/12/14

Owner _____ Date _____

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

Purchaser _____ Date _____

Purchaser _____ Date _____



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

The Contract of Sale dated _____, Address 4608 Strathmore Ave,
 City Garrett Park, State MD Zip 20896 between
 Seller JE Dolan Tr 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 and Buyer: 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 of the Property. The information contained herein is the representation of the Seller. The content in this form is not all-inclusive, and 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. Please be advised that web site addresses, personnel and telephone numbers do change and GCAAR cannot confirm the accuracy of the information contained in this form. When in doubt regarding the provisions or applicability of a regulation, easement or assessment, information should be verified with the appropriate government agency. Further information may be obtained by contacting staff and web sites of appropriate authorities:

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 311 or 240-777-0311 (TTY 240-251-4850). Web site: www.MC311.com
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: www.mc-mncppc.org
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: www.rockvillemd.gov

1. **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: TRUSTEE HAS NOT LIVED IN PROPERTY FOR MANY YEARS
2. **SMOKE DETECTORS:** Pursuant to Montgomery County Code, the Seller is required to have working smoke alarms. Requirements for the location of the alarms vary according to the year the Property was constructed. For a matrix of the requirements see: www.montgomerycountymd.gov/mcfrs-info/resources/files/laws/smokealarmmatrix_2013.pdf. 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. **Maryland law requires by 2018 the replacement of all BATTERY-ONLY operated smoke alarms with tamper resistant units incorporating a silence/hush button and long-life batteries.**
3. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County or the City of Rockville? Yes No. If yes, Seller shall 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.

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4. **AVAILABILITY OF WATER AND SEWER SERVICE:**

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, or visit <http://permittingervices.montgomerycountymd.gov/DPS/general/Home.aspx>. For well and/or septic field locations, visit <http://permittingervices.montgomerycountymd.gov/DPS/online/eInformationRequest.aspx>, or for homes built before 1978, request an "as built" drawing in person using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division or visit waterworks@montgomerycountymd.gov.

A.	Water: Is the Property connected to public water? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, has it been approved for connection to public water? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If no, answer the following questions: 1. Has it been approved for connection to public sewer? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know 2. Has an individual sewage disposal system been constructed on Property? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been approved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No Has one been disapproved for construction? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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.
<p>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.</p>	
Buyer _____	Date _____

5. **CITY OF TAKOMA PARK:**

If this property is located in Takoma Park, the Takoma Park Sales Disclosure must be attached. See GCAAR Takoma Park Sales Disclosure - Notice of Tree Preservation Requirements and Rental Housing Laws.

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6. **HOMEOWNER'S, CONDOMINIUM OR COOPERATIVE ASSOCIATION ASSESSMENTS:** The Property is located in a Homeowners Association with mandatory fees (HOA) (refer to GCAAR HOA Seller Disclosure / Resale Addendum for MD, attached), and/or Condominium Association (refer to GCAAR Condominium Seller Disclosure / Resale Addendum for MD, attached) and/or Cooperative (refer to GCAAR Co-operative Seller Disclosure / Resale Addendum for MD & DC, attached) and/or Other (ie: Homeowners Association/ Civic Association WITHOUT dues):

N/A

7. **UNDERGROUND STORAGE TANK:** For information regarding Underground Storage Tanks and the procedures for their removal or abandonment, contact the Maryland Department of the Environment or visit www.mde.state.md.us Does the Property contain an UNUSED underground storage tank? Yes No Unknown. If yes, explain when, where and how it was abandoned: _____ .

8. **DEFERRED WATER AND SEWER ASSESSMENT:**

A. **Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed 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).

B. **Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**

Are there any deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill? Yes No. If yes, EITHER the Buyer agrees to assume the future obligations and pay future annual assessments in the amount of \$ _____ , OR Buyer is hereby advised that a schedule of charges has not yet been established by the water and sewer authority, OR a local jurisdiction has adopted a plan to benefit the property in the future.

_____/_____
Buyers' Initials

Buyer acknowledges that there may be annual water and sewer charges which are not recorded in the land records and which may not be discovered by a diligent title search. Buyer's acknowledgement is not a waiver of the Seller's obligation to accurately disclose the existence of an assessment as set forth herein.

9. **SPECIAL PROTECTION AREAS (SPA):**

Refer to <http://www.montgomeryplanning.org/environment/spa/faq.shtm> for an explanation of the "SPA" legislation and a map detailing protected areas. To determine if a particular property (which is located close to protected areas as designated on this map) is located within the boundaries of a "SPA," contact: spa@mncppc-mc.org , or call 301-495-4540.

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 Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

Buyer

Buyer

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10. PROPERTY TAXES:

Each property in Montgomery County, MD is assessed for annual real property taxes based on several different components. A copy of the tax bill will reflect which categories and components are applicable to this Property, including, whether the Property is located in a municipality, a special taxing district, a development district, a proposed development district, and/or whether this Property is subject to a special area tax or any WSSC front foot benefit charges. Definitions and explanations of each of these categories can be obtained at the Montgomery County Department of Finance website in the "**Frequently Asked Questions**" section located at www.montgomerycountymd.gov/apps/tax and select "FAQ". Additional information relating to taxes and the assessment and appeal process can be located at www.dat.state.md.us/sdatweb/taxassess.html - this provides tax information from the State of Maryland.

A. Current Tax Bill: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 40-12C, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY. A copy of the tax bill for this Property can be obtained at www.montgomerycountymd.gov/apps/tax.

B. Estimated Property Tax & Non-Tax Charges: IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYERS WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP. Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at www.montgomerycountymd.gov/estimatedtax.

_____/_____
Buyers' Initials Buyer acknowledges receipt of both tax disclosures.

11. DEVELOPMENT DISTRICT DISCLOSURE - NOTICE OF SPECIAL TAX OR ASSESSMENT:

A Development District is a special taxing district in which owners of properties pay an additional tax or assessment in order to pay for public improvements within the District. Typically, the Development District Special Tax will increase approximately 2% each July 1. For more information, please contact the Montgomery County Department of Finance. FAQ's regarding Development Districts can be viewed at www.montgomerycountymd.gov/apps/OCP/Tax/FAQ.asp. Seller shall choose one of the following:

The Property is located in an EXISTING Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. As of the date of execution of this disclosure, the special assessment or special tax on this Property is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/OCP/Tax/map/Existing_DevDistricts.pdf.

OR

The Property is located in a PROPOSED Development District: Each year the Buyer of this Property must pay a special assessment or special tax imposed under Chapter 14 of the Montgomery County Code, in addition to all other taxes and assessments that are due. The estimated maximum special assessment or special tax is \$ _____ each year. A map reflecting Existing Development Districts can be obtained at www.montgomerycountymd.gov/apps/ocp/tax/map/dev_districts.pdf.

OR

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

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12. TAX BENEFIT PROGRAMS:

The Property may 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 Buyer OR the Seller.

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 the Buyer OR the Seller. Confirm if applicable to this Property at www.dat.state.md.us/sdatweb/agtransf.html.

C. Other Tax Benefit Programs: Does the Seller have reduced property taxes from any government program? Yes No. If yes, explain: _____ .

13. RECORDED SUBDIVISION PLAT:

Plats are available at the [MNCPPC](http://www.mncppc.org) or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at http://www.montgomeryplanning.org/info/plat_maps.shtm or at www.plats.net . Buyers shall check ONE of the following:

_____/_____
Buyers' Initials

A. Unimproved Lot and New Construction: 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. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

OR

B. Resale/Acknowledged Receipt: 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.

OR

C. Resale/Waived Receipt: For Resale properties only, 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.

14. AGRICULTURAL RESERVE DISCLOSURE NOTICE:

This Property is is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosures are contained in GCAAR Agricultural Zone Disclosure Notice, which must be provided to potential buyers prior to entering into a contract for the purchase and sale of a property that is subject to this Agricultural Reserve Disclosure requirement. Additional information can be obtained at http://www.mcmmaps.org/notification/agricultural_lands.aspx .

15. **NOTICE CONCERNING CONSERVATION EASEMENTS:** This property is is not subject to a Conservation Easement. See **GCAAR Conservation Easements Addendum**. See www.montgomeryplanning.org/environment/forest/easements/easement_tool.shtm for easement locator map.

16. **GROUND RENT:** This property is is not subject to Ground Rent. See **Property Subject to Ground Rent Addendum**.

17. **HISTORIC PRESERVATION:**

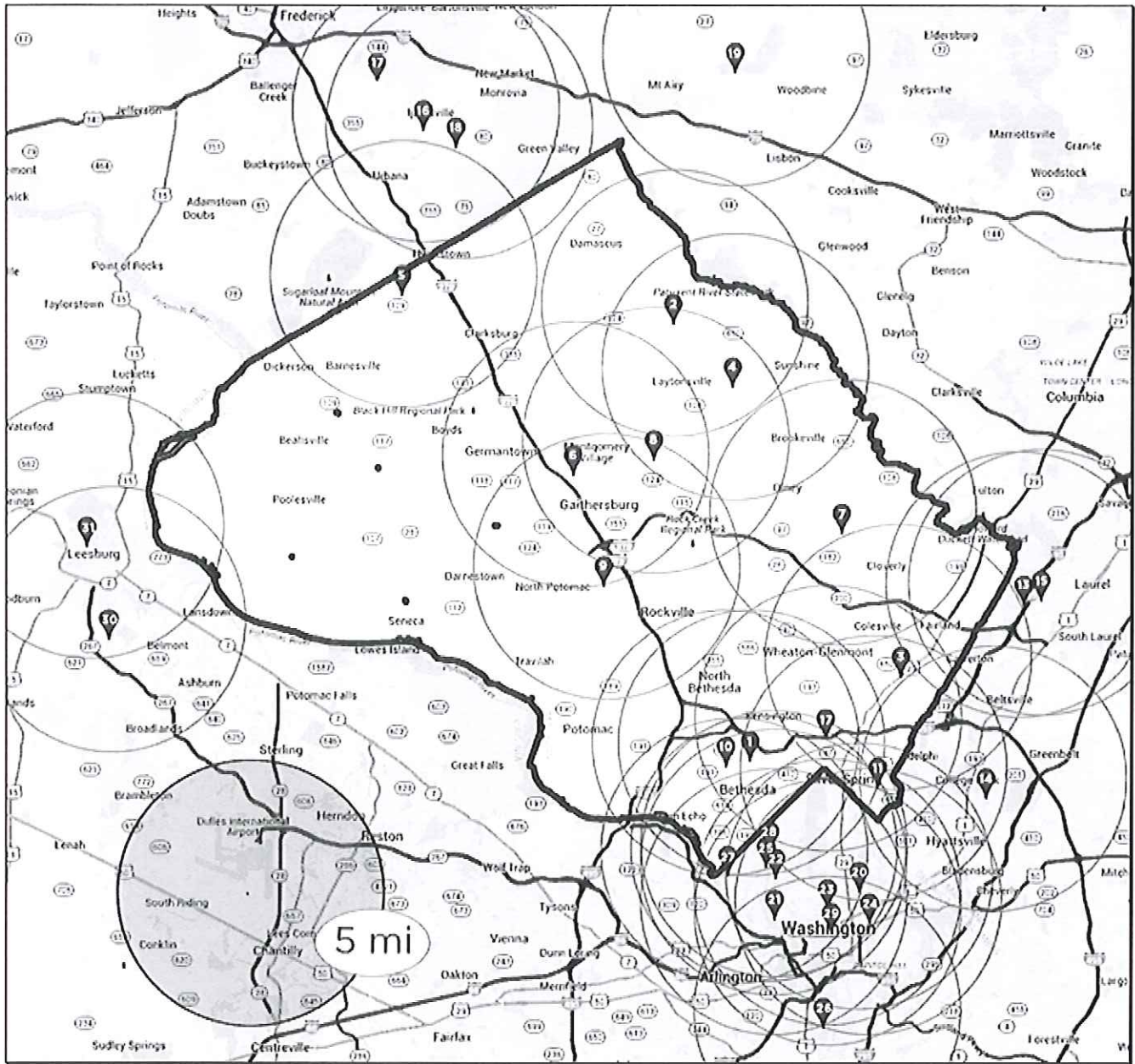
Check questionable properties' status with the **Montgomery County Historic Preservation Commission** (301-563-3400) or go to <http://www.montgomeryplanning.org/historic/index.shtm>, to check applicability. Potential buyers of property located in the City of Rockville should be advised that structures that are 50 years old or older, or which may be otherwise significant according to criteria established by the Rockville Historic District Commission, should be notified prior to purchase that demolition and building permit applications for substantial alteration will trigger an evaluation and approval process. This process may result in the property being designated a historic site, and if so, any exterior alterations must be reviewed and approved.

Has the Property been designated as an historic site in the master plan for historic preservation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.	
Is the Property located in an area designated as an historic district in that plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No.	
Is the Property listed as an historic resource on the County location atlas of historic sites? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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. <u>If the Property is located within a local municipality, contact the local government to verify whether the Property is subject to any additional local ordinances.</u>	
_____	_____
Buyer	Buyer

18. **MARYLAND FOREST CONSERVATION LAWS:**

- A. **Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (M-NCPPC), whether it means obtaining a written exemption from the Forest Conservation Laws from M-NCPPC or obtaining approval of a Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by M-NCPPC.
- B. **Forest Conservation Easements:** Seller represents and warrants that the Property is is not currently subject to a recorded Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

19. AIRPORTS AND HELIPOINTS: 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 6/1/2015. 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:
http://www.faa.gov/airports/airport_safety/airportdata_5010 .



MONTGOMERY COUNTY

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Walter Reed National Medical Center Heliport, 8901 Rockville Pike, Bethesda, MD 20889 2. Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879 3. Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904 | <ol style="list-style-type: none"> 4. Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882 5. Flying M Farms, 24701 Old Hundred Road, Conus, MD 20842 6. IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879 7. Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860 |
|--|---|

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- 8. Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879
- 9. Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850
- 10. Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814
- 11. Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912
- 12. Holy Cross Hospital, 1500 Forest Glen Road, Silver Spring, MD, 20910

PRINCE GEORGE'S COUNTY

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

FREDERICK COUNTY

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

CARROLL COUNTY

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

DISTRICT OF COLUMBIA

- 20. Children's National Medical Center, 111 Michigan Avenue, NW, 20010
Washington Hospital Center, 110 Irving Street, NW, 20010
- 21. Georgetown University Hospital, 3800 Reservoir Road, NW, 20007
- 22. Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007
- 23. Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007
- 24. Michael R. Nash, 50 Florida Avenue, NE 20002
- 25. National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016
- 26. Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016
- 27. Steuart Office Pad, Steuart Petroleum Co., 4640 40th Street, NW, 20016
- 28. Washington Post, 1150 15th Street, NW, 20017

VIRGINIA

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

20. **ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home (single-family attached, including condominiums or detached residential building), Sellers of Montgomery County properties must provide Buyers with the following:

A. Information Disclosure: Information about home energy efficiency improvements, including the benefit of conducting a home energy audit. Buyers should visit the following websites for this information:

- http://gcaar.com/news_ektid5454.aspx
- www.Lighterfootstep.com
- www.Energystar.gov/homeperformance
- www.Goinggreenathome.org

B. Usage History: Has the home been owner-occupied for the immediate prior 12 months? Yes No
If property has been owner-occupied for any part of the past 12 months, Seller must provide copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for that time. Sellers may use GCAAR Utility Cost and Usage History Form to disclose the utility costs and usage history.

By signing below, Seller acknowledges he has carefully examined this form, and that the information is complete, accurate, and current to the best of his knowledge at the time of entering into a contract. Buyer agrees he has read this Addendum carefully and understands the information that has been disclosed.

John M. ... Trustee 1/10/16
 Seller _____ Date _____ Buyer _____ Date _____
 JE Dolan Tr

Seller _____ Date _____ Buyer _____ Date _____

County: MONTGOMERY

Full Tax Record

06-Jan-2016

11:15 am

Property Address: 4608 STRATHMORE AVE. GARRETT PARK MD 20896 1542

Legal Subdiv/Neighborhood: GARRETT PARK

Condo/Coop Project:

Absent Owner: No

Incorporated City: GARRETT PARK

Company Owner: DOLAN J E TR

Owner Name:

Care of Name:

Addtl:

MAILING ADDRESS: PO BOX 374, GARRETT PARK, MD 20896 0374

LEGAL DESCRIPTION: GARRETT PARK

Mag/Dist #: 4

Lot: 3

Block/Square:53

Election District: 4

Legal Unit #:

Grid:

Tax Map:

Section:

Subdiv Ph:

Addl Parcel Flag/#:

Map: HQ21

Map Suffix:

Suffix:

Parcel:

Sub-Parcel:

Historic ID:

Agri Dist:

Plat Folio:

Plat Liber:

Tax Fiscal Year 2016 Estimated property tax and non-tax charges in first full fiscal year of ownership.

TOTAL EST. CHARGES: \$7,374

City Tax: \$1,182

Tax Year: 2016

State/County Tax: \$6,235

Refuse: \$364

Base Tax Rate: 1.11

Spec Tax Assmt: \$88

Exempt Class: 020

Homestd/Exempt Status:DISABLED VETRNS

Front Foot Fee:

Tax Class: 26

Mult. Class:

ASSESSMENT

Year Assessed	Phase-in Value	Land	Improvement	Land Use
2016	\$562,633	\$381,600	\$218,600	
2015	\$525,067	\$324,900	\$162,600	
2014	\$487,500	\$324,900	\$162,600	

DEED

Deed Liber: 17708

Deed Folio: 695

Transfer Date	Price	Grantor	Grantee
01-Dec-1999	\$0	DOLAN, JOHN E & E A	DOLAN, J E TR

PROPERTY DESCRIPTION

Year Built: 1951

Zoning Code: R90

Census Trct/Blck: /

Irregular Lot:

Square Feet: 10,504

Acreage: 0.24

Land Use Code: Exempt

Plat Liber/Folio: /

Property Card:

Property Class:E

Quality Grade: ABOVE AVERAGE

Road Description:

Zoning Desc: RESIDENTIAL, ONE-FAMILY

Xfer Devel.Right:

Road Frontage:

Prop Use: EXEMPT

Site Influence:

Topography:

Building Use: 2 STORY WITH BASEMENT

Sidewalk:

Lot Description:

Pavement:

STRUCTURE DESCRIPTION

	Section 1	Section 2	Section 3	Section 4	Section 5
Construction:					
Story Type:	2B	1	1B		
Description:					
Dimensions:					
Area:	1,408	24	120	144	264
Foundation:		Roofing: Shingle - Composite		# of Dormers:	
Ext Wall: Brick/Stone		Style: Standard Unit		Year Remodeled:	
Stories: 2		Units: 1		Model/Unit Type: STANDARD UNIT	
Total Building Area:			Living Area: 1,552	Base Sq Ft:	
Patio/Deck Type:	Sq Ft:		Porch Type: Enclosed	Sq Ft: 144	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type:	Sq Ft:		Roof Type:		
Rooms:		Fireplace Type: FRAM		Fireplaces: 2	
Bedrooms:		Bsmt Type: Fully Finished		Garage Type: Undergnd/Bs	
Full Baths: 2		Bsmt Tot Sq Ft: 824		Garage Const.:	
Half Baths: 2		Bsmt Fin Sq Ft: 352		Garage Sq Ft: 264	
Baths: 3.00		Bsmt Unfin Sq Ft: 472		Garage Spaces:	
Other Rooms:			Air Conditioning: Combined System		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Forced Air		Sewer: Public	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 29-Oct-2015

Courtesy of: Jeremy Lichtenstein

Home: (301) 347-4121

Office: (301) 652-0400

Cell: (301) 252-0389

Email: jeremylichtenstein@mrjs.com

Company: RE/MAX Realty Services

Office: (301) 652-0400

Fax: (301) 652-4444

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Information is believed to be accurate, but should not be relied upon without verification.

Accuracy of square footage, lot size and other information is not guaranteed.







Lead Paint - Federal Disclosure

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

RE: 4608 Strathmore Ave, Garrett Park, MD 20896

Property Address

LEAD WARNING STATEMENT

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

SELLER'S/LANDLORD'S DISCLOSURE (initial)

- JE (a) Presence of lead-based paint and/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/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- JE (b) Records and reports available to the seller/landlord (check one below):
 - Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

PURCHASER'S/TENANT'S ACKNOWLEDGMENT (initial)

- ____ (c) Purchaser/Tenant has read the Lead Warning Statement above
- ____ (d) Purchaser/Tenant has received copies of all information listed above. Yes No None listed
- ____ (e) Purchaser/Tenant has received the pamphlet Protect Your Family From Lead in Your Home. Yes No
- ____ (f) 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 (initial)

- ____ (g) Agent has informed the seller/landlord of the seller's/landlord'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.

JE Dolan Tr Trustee _____ 1/12/2016 _____
 Seller/Landlord Date Buyer/Tenant Date

 Seller/Landlord Date Buyer/Tenant Date

Jeremy Lichtenstein _____ 1/12/2016 _____
 Agent Date Agent Date

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MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4608 Strathmore Ave

Property Address: Garrett Park, MD 20896

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

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

AND

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

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

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

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

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

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

JE Dolan Tr / TRUSTEE / 1/11/16
Seller _____ Date _____ Buyer _____ Date _____

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

Jeremy Lichtenstein / 1/12/16
Seller's Agent _____ Date _____ Buyer's Agent _____ Date _____

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STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

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

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

Agents Who Represent the Seller

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

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

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

Agents Who Represent the Buyer

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

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

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

Dual Agents

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

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



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent For Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

RE/MAX Realty Services

act as a Dual Agent for me as the

(Firm Name)

Seller in the sale of the property at: 4608 Strathmore Ave, Garrett Park, MD 20896

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

 
Signature Date Signature Date
JE Dolan Tr **Trustee**

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

4608 Strathmore Ave, Garrett Park, MD 20896

Property

Signature Date Signature Date

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

Name(s) of Buyer(s)

Signature Date Signature Date
JE Dolan Tr