



**New Home Addendum**  
**For Use in Washington, DC & Montgomery County, Maryland**  
**(Required for Use with MAR and Regional Contracts)**

The Contract of Sale dated \_\_\_\_\_, Address 4606 Chestnut Street  
City Bethesda, State MD Zip 20814  
Lot: 12 Block/Square: 4 Subdivision: Rosedale Park  
between Seller Carter, Inc and  
Buyer \_\_\_\_\_ is

hereby amended by the incorporation of the following paragraphs, which shall supersede any provisions to the contrary in the Contract.

WHEREAS, the said contract form is used primarily for resale transactions; and

WHEREAS, the subject property of this contract is a new home;

NOW, THEREFORE, notwithstanding anything to the contrary in said contract, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound, the Parties hereto agree as follows:

1. **RESALE PROVISIONS DELETED:** All provisions in the attached contract regarding property condition, termite repairs, access to the property, possession, and settlement date are hereby deleted.

2. **CONSTRUCTION:**

A. In the event that this Contract is contingent upon financing, Seller may elect to delay construction on subject property until said financing contingency is either (1) satisfied pursuant to the provisions of the financing contingency contained in the Contract of Sale (see Regional Contract Par. 10, MAR Contract Par. 10, or Montgomery County Jurisdictional Addendum Par. 12), or (2) removed by providing to Seller evidence that Buyer has sufficient funds available to complete settlement without obtaining said financing.

B. In the event that this Contract is contingent upon an appraisal, Seller may elect to delay construction on subject property until the appraisal contingency has been removed or satisfied pursuant to the provisions of said appraisal contingency.

C. Seller agrees to complete on the premises, a dwelling as described and set forth in the attached Exhibits, subject to the options and/or changes selected and paid for by Buyer. These options/changes will be specified on a separate attachment as Exhibits to this Contract.

D. The Seller reserves the right to make such changes or substitutions in the construction, materials and equipment, and to revise the plan, as Seller may deem necessary due to the unavailability of certain materials or equipment, peculiar engineering, construction and /or permit inspection requirements, or topography of the premises. Any changes and/or substitutions made shall be in substantial conformance with the attached Exhibits.

E. It is further agreed that the location of the driveways, walkways and patios, the grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls and other site details are subject to change at the absolute discretion of the Seller depending upon site or job conditions encountered and/or permit requirements.

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**3. STANDARD SELECTIONS AND OPTION EXTRAS:** The Buyer may select options and/or upgrades for the home chosen, provided, however, that:

A. Option selections and allowances must be submitted in writing and delivered within 3 days from the date Seller provides written notice to Buyer to select said options. Seller shall give written notice of the costs of selected option/upgrades to Buyer as soon as they are calculated by Seller, and Buyer shall have three (3) business days after receipt of that information to advise Seller in writing as to what options are desired. Seller and Buyer may mutually extend said timeframe to determine choice and cost of options. Buyer may make interior decorating and color selections from Seller's standard selections provided that such selections are completed and delivered to Seller within the timeframe designated herein. In the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete the home using Seller's standard selections.

If the parties cannot agree as to the choice and/or cost of options, then the home shall be constructed per the agreed upon plans and specifications attached and made a part of this Contract.

B. One Hundred percent ( 100 %) of the cost of any options agreed to by Buyer and Seller shall be paid for by Buyer in the form of cashier's check(s) or wire transferred funds at the time house construction begins or at the time of making the selection, if house is completed or under construction. This payment and any future payments for options are nonrefundable. The balance of such costs shall be due and payable at settlement. Buyer reserves the right to increase the sales price of the home to incorporate the actual cost of the options. In such case, the monies advanced to Seller prior to settlement for said options shall be credited to Buyer at settlement as additional deposit(s).

C. It is understood that this provision does not permit Buyer to select any standard construction option if construction has proceeded beyond the stage where the option is available in the normal course of Seller's standard construction practices.

D. Once Buyer has selected options and/or made decorating and color selections, no further alterations, changes or additions shall be made in the construction of the dwelling, unless approved by Seller in writing and a nonrefundable change order fee of 20% is paid by Buyer.

**4. DEPOSIT: (Maryland only)** In the event Seller is holding the deposit, Seller may, in accordance with the provisions of Title 10, Subtitle 3, Sections 10-301 -10-303, of the Real Property Article of the Annotated Code of Maryland:

A. Deposit or hold the sum in an escrow account segregated from all other funds of the vendor or builder to assure the return of the sum to the purchaser in the event the purchaser becomes entitled to a return of the sum;

B. Obtain and maintain a corporate surety bond in the form and in the amounts set forth in §10-302, conditioned on the return of the sum to the purchaser in the event the purchaser becomes entitled to the return of the money; or

C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in the form and in the amounts set forth in §10-303.

**5. SETTLEMENT AND CONTRACT PERFORMANCE DATES:** The Seller provides the following estimated settlement and/or performance dates:

A. Settlement date \_\_\_\_\_ .

B. 365 days from date of ratification (outside delivery date per paragraph 7 hereof) \_\_\_\_\_ .

C. Other date(s) \_\_\_\_\_ for performance of \_\_\_\_\_ .

**NOTE:** All estimated settlement and performance dates, if any, must be included in this paragraph.

**6. NOTICE OF SETTLEMENT AND CONTRACT PERFORMANCE DATES:** Once the property is substantially completed, as defined in this paragraph, Buyer agrees to make full settlement for this property. The Seller agrees to provide Buyer with no less than ten (10) and not more than thirty (30) days of Notice of the Settlement Date . Both parties agree that the property shall be construed to have been substantially completed on the date the property has passed final governmental inspection, if required, and the Seller can offer Buyer occupancy. If, however, at Seller's sole discretion, items such as landscaping, exterior concrete, driveways, final grading, sod or seeding, and exterior painting cannot be completed by reason of weather conditions, settlement shall be consummated on the date so scheduled by Seller so long as temporary access to the property is provided to Seller. Seller agrees that such uncompleted items

shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to accept and cooperate in such temporary access and shall give Seller and Seller's agents and contractors' adequate access to the property to enable them to complete such work. Buyer acknowledges that Seller is not responsible for lawn care and Seller's obligation to complete seeding or sodding shall be deemed satisfied once the installation of those materials has been completed.

**7. DELIVERY AND POSSESSION:** Seller agrees to give possession at the time of settlement hereunder, provided Buyer has paid the full purchase price and complied with all the terms of this Contract. The inability of Seller to perform and/or make delivery hereunder because of any local, municipal, county, state or federal action, regulation, order or other government requirement shall not affect the validity and enforceability of this Contract and all of the time periods provided for herein for performance and/or delivery shall automatically be extended until relief from such actions permits Seller, in the reasonable course of business, to perform its obligations hereunder. However, Seller shall have the right to return Buyer's deposit and any payments made for options, and to declare this Contract null and void if, in Seller's sole discretion, it determines that such performance within 365 days from the date of acceptance hereof by Seller will not be possible due to matters beyond Seller's control as described in this paragraph. Seller shall not be liable to Buyer for any damages whatsoever by reason of delays in such performance. In the event that Seller has not notified Buyer of settlement as provided hereinabove within 365 days from the date of acceptance hereof by Seller, absent delays beyond Seller's control, Buyer shall have the option of declaring this Contract void and receiving a return of his deposit and any payments made for optional extras, and any interest earned thereon.

**8. PRE-SETTLEMENT INSPECTION:** for Montgomery County transactions, the Buyer has the right to inspect the property not less than twenty-four (24) hours, nor more than seventy-two (72) hours before settlement, unless the parties agree otherwise. **(The right to a pre-settlement inspection is guaranteed by Montgomery County law.)** In the District of Columbia the Buyer may inspect the property not less than five (5) days before settlement unless the parties agree otherwise. Buyer may be accompanied by an agent representing Buyer and Seller, or Seller's authorized representative (collectively "Seller") may also attend the inspection. At the time of such inspection, Buyer and Seller shall make a written list of items not yet completed or not in compliance with new home construction standards generally applicable in the Washington, D.C. metropolitan area (the "punchlist"), and Seller shall execute the punchlist, which shall constitute Seller's agreement to complete all items on the punchlist as soon as may be reasonably practicable prior to settlement.

In the event that any such items are not completed prior to settlement, Seller agrees to complete all remaining items on the punchlist in a reasonable timeframe following settlement, and Buyer agrees to provide Seller and Seller's agents and contractors adequate access to the property to enable them to complete such work. Notwithstanding the fact that items may appear on the punchlist, Buyer shall make full settlement as provided in paragraph 6 above, and Seller shall not be required to escrow any funds at the time of settlement for punchlist items.

**9. WARRANTIES:** Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws.

#### Montgomery County, Maryland (only)

**A. NOTICE TO BUYER:** Montgomery County law does not require a builder to furnish any bond, insurance or other financial security to guarantee the builder's performance of its warranty obligations. If a builder promised any other bond, insurance or security to guarantee the performance of its warranty obligations, that bond insurance or security must be listed here:

BUYER ACKNOWLEDGES THAT BUYER HAS READ AND UNDERSTANDS THE IMMEDIATELY PRECEDING NOTICE.

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

A builder is required to give a written warranty that provides coverage, at least, consistent with the parameters established by Section 31C of the Montgomery County Code. A sample of said warranty, the provisions of which are made a part of this contract, is attached hereto, and the original of same shall be delivered to Buyer at Settlement.

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**B.** The following localities have opted out of the County requirement and, as such, follow the State Regulations (Real Property Article §10-601 – 610, MD Code Annotated): Chevy Chase Village, Town of Chevy Chase, Town of Garrett Park, Town of Poolesville, or the Town of Washington Grove. These state laws require a builder/seller to disclose to Buyer whether or not the builder participates in a qualified new home Warranty Security Plan.

**Choose One of the Following as Applicable:**

☐ 1) Builder participates in a New Home Warranty Security Plan and will provide Buyer with a New Home Warranty which meets the requirements of Maryland law (GCAAR Forms #1603 & 1603A are attached hereto and made a part hereof).

☐ 2) Builder participates in a New Home Warranty Security Plan and will NOT provide Buyer with a New Home Warranty but has offered to the Buyer, at the Buyer's option and expense, the opportunity to obtain a New Home Warranty (GCAAR Forms #1603 & 1606 are attached hereto and made a part hereof).

☒ 3) Builder does NOT participate in a New Home Warranty Security Plan (GCAAR Form #1604 is attached hereto and made a part hereof).

**Washington, DC (only)**

**C.** District of Columbia law does not require builders to provide any express written warranty.

Seller ☐ is ☐ is not (check one) providing a New Home Warranty to Buyer.

If Seller is providing a New Home Warranty, a sample of said Warranty is attached, and the original of same shall be delivered to Buyer at settlement.

**Montgomery County, Maryland and Washington, DC**

**D.** Except as otherwise provided by law, or as agreed to herein, Seller makes no warranty as to items not of Seller's manufacture, including, but not limited to: any water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission; Seller agrees to provide Buyer the manufacturers' warranties, if any, without recourse.

**10. UNSOLD UNIT AND PROMOTIONAL DISPLAYS:** In the event that the subject property is part of a new homes subdivision of Seller, until such time as all of the dwelling units in Seller's subdivision are sold, Seller reserves the right to make such use of unsold dwelling units, the common elements, street and the main entrance of the project as is necessary for its sale and construction program. Buyer recognizes and acknowledges that in order to accomplish Seller's construction program, trucks, construction equipment, personnel, noise and other inconveniences attendant thereto may be present. Buyer agrees not to obstruct or impede any such construction or sales activities. Such use by Seller, however, shall not unreasonably interfere with Buyer's use of his property. It is agreed that all furniture, personal property, furnishings, wallpaper, shrubbery, fences, landscaping, patios and recreational facilities exhibited in the model houses and model house area are for exhibition purposes only and are not included in the purchase price unless otherwise expressly provided herein.

**11. ACCESS:** In order to comply with insurance requirements and to assure the safety of Buyer and Seller's personnel, BUYER WILL NOT HAVE ACCESS OR ENTRY TO THE IMPROVEMENTS OR THE CONSTRUCTION SITE DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT THE IMPROVEMENTS OR THE CONSTRUCTION SITE PRIOR TO THE SETTLEMENT OF THIS CONTRACT without the express written authorization of Seller. Should the Buyer enter the improvements and/or construction site at any time, in violation of this Paragraph, the Buyer acknowledges that such will be an act of trespass. The buyer further acknowledges that the Seller assumes no liability or responsibility for any injury suffered by Buyer or his guests or invitees while visiting the said dwelling unit or construction site, and Buyer hereby agrees to indemnify Seller against the same.

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**12. ORAL STATEMENTS:** Oral statements or promises often cause serious disputes between Sellers and Buyers of new homes. This section of the Contract attempts to alleviate potential problems. Unless oral statements or promises are included in this Contract, they may not be enforceable under law. By including the terms below, Buyer and Seller are making them a part of this Contract. **THIS SECTION SHOULD NOT BE LEFT BLANK IF YOU ARE RELYING ON ANY ORAL STATEMENTS OR PROMISES.** The following oral statements or promises have been made by Seller, Seller's agent or Buyer. Performance of each of these statements or promises is incorporated into each party's obligation to fully perform the terms of this Contract:

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

If the above section is left blank, the parties agree that this shall mean that no oral promises or statements have been relied upon in connection with this Contract.

**13. BUYER ACKNOWLEDGEMENT:** The Buyer acknowledges that, as the purchaser of newly constructed property, there are a number of legal issues/requirements they should be aware of (including but not limited to: building/construction code, licensure requirements for builders and/or contractors, the permitting process and regulations, applicable zoning restrictions and requirements). The Buyer is advised to consult the appropriate governmental office for the jurisdiction(s) in which the property is located and/or obtain legal counsel regarding such matters.

**14. ATTACHMENTS:** The following Schedules are attached hereto and are made a part of this contract:

<input type="checkbox"/>	New Home Warranty Disclosures and Warranty (as provided in Par.9 hereof)
<input type="checkbox"/>	Site Plan
<input type="checkbox"/>	Floor Plan
<input type="checkbox"/>	Standard Features
<input type="checkbox"/>	Schedule A - Option Selections
<input type="checkbox"/>	Schedule B - Specifications
<input type="checkbox"/>	Other _____
<input type="checkbox"/>	Other _____

**15. PROPERTY TAX CREDITS FOR ACCESSIBILITY IMPROVEMENTS:** A real property tax credit for this property may be available to the Buyer for the cost of installing accessibility features or the cost of Level I or Level II accessibility standards to the property as defined in Montgomery County Code 52-18U(a). The types of improvements for which credits are available are any of the following permanent modifications to a residence:

- ☐ A no-step front door entrance with a threshold that does not exceed ½ inch in depth with tapered advance and return surfaces or, if a no-step front entrance is not feasible, a no-step entrance to another part of the residence that provides access to the main living space of the residence;
- ☐ An installed ramp creating a no-step entrance;
- ☐ An interior doorway that provides a 32-inch wide or wider clearing opening;
- ☐ An exterior doorway that provides a 36-inch wide or wider clear opening, but only if accompanied by exterior lighting that is either controlled from inside the residence, automatically controlled, or continuously on;
- ☐ Walls around a toilet, tub, or shower reinforced to allow for the proper installation of grab bars with grab bars installed in accordance with the Americans with Disabilities Act Standards for Accessible Design;

- ☐ Maneuvering space of at least 30 inches by 48 inches in a bathroom or kitchen so that a person using a mobility aid may enter the room, open and close the door, and operate each fixture or appliance;
- ☐ An exterior or interior elevator or lift or stair glide unit;
- ☐ An accessibility-enhanced bathroom, including a walk-in or roll-in shower or tub; or
- ☐ An alarm, appliance, and control structurally integrated into the unit designed to assist an individual with a sensory disability.
- ☐ Level I Accessibility Standard – means a permanent addition to a single family residence that include at least one no step entrance located at any entry door to the house that is connected to an accessible route to a place to visit on the entry level, a useable powder room or bathroom, and a 32 inch nominal clear width interior door as further defined and described in Section 52 - 18U of the County Code;
- ☐ Level II Accessibility Standard – means permanent additions to a single family residence that provide all of the Level I Accessibility Standards plus an accessible circulation path that connects the accessible entrance to an accessible kitchen, a full bath, and at least one accessible bedroom as further defined in Section 52-18U of the County Code.

Amount of Credit Estimated for the Proposed Checked Improvements \$ \_\_\_\_\_ .

  
 Seller (Sales Consultant) \_\_\_\_\_ Date 4/6/16  
**Carter, Inc**

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

\_\_\_\_\_  
 Seller (Sales Consultant) \_\_\_\_\_ Date \_\_\_\_\_

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



## NEW HOME DISCLOSURE ADDENDUM

Builder does not participate in a new home warranty security plan.

Special provisions attached to and hereby made a part of the contract dated \_\_\_\_\_  
on lot 12, block 4, subdivision Rosedale Park,  
located in Montgomery County, Maryland between  
(Buyers) \_\_\_\_\_ and  
(Sellers) Carter, Inc.

Maryland law requires a builder who does not participate in a new home warranty security plan to make the following disclosure as part of the contract for sale or construction of a new home.

Builders of new homes, in the state of Maryland, are not required to be licensed by the state nor by most local jurisdictions.

I do not participate in a new home warranty security plan. Therefore, the buyer may be afforded only certain limited implied warranties as are provided by law.

The buyer has the right to change the buyer's mind and to rescind this contract. If the buyer decides to discontinue this contract, the buyer must notify the builder in writing, within five (5) working days from the date the buyer signs the contract. Upon rescission, the buyer is entitled to a refund of any monies paid to the builder for the new home.

The buyer acknowledges that the builder does not participate in a new home warranty security plan and that the buyer has read and understands the above disclosure.

Signature of Homebuyer

Date

☐ Seller ☒ Builder

☐ Purchaser ☐ Owner

☐ Seller ☐ Builder

☐ Purchaser ☐ Owner

Date

Date

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

Property Address: 4606 Chestnut Street, Bethesda, MD 20814

### 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 checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Freezer (separate)	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Built-in Microwave	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Storage Shed
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Ceiling Fan	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Garage Opener	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Stove or Range
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Central Vacuum	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	w/ remote	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Trash Compactor
<input type="checkbox"/>	<input checked="" type="checkbox"/>		Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Gas Log	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Wall Oven
<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input type="checkbox"/>		Dishwasher	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Playground Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>		Window Fan
<input checked="" type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input type="checkbox"/>		Fireplace Screen/Door	<input checked="" type="checkbox"/>	<input type="checkbox"/>		w/ ice maker				

### OTHER

### 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.

Carter, Inc 4/6/16  
 Seller Carter, Inc Date

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

### PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated \_\_\_\_\_ between Seller Carter, Inc

and Buyer \_\_\_\_\_

is hereby amended by the incorporation of Parts I and II herein.

Carter, Inc 4/6/16  
 Seller Carter, Inc Date

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

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

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

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

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale  
 between Buyer \_\_\_\_\_  
 and Seller Carter, Inc for Property  
 known as 4606 Chestnut Street, Bethesda, MD 20814

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

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

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

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

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

**OR**

- (B) A written disclaimer statement providing that:

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



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

Page 1 of 2 10/14

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



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

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

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

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

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

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

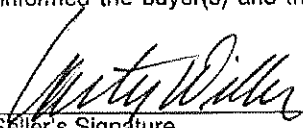
- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

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

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

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

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

  
\_\_\_\_\_  
Seller's Signature  
Carter, Inc

6/6/16  
\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Agent's Signature  
Jeremy Lichtenstein

6/6/2016  
\_\_\_\_\_  
Date

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## 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 4606 Chestnut Street,  
City Bethesda, State MD Zip 20814 between  
Seller Carter, Inc 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](http://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](http://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](http://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: New Home .
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](http://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](mailto:waterworks@montgomerycountymd.gov).

- 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

#### 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 ASSASSMENTS:** 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](http://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 \$ see attached page, 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](mailto: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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**From:** Brian Gallahan <bgallahan@ackerandsonsinc.com>  
**Sent:** Friday, June 17, 2016 9:08 AM  
**To:** cw@carterbuildersmd.com  
**Subject:** Current WSSC Deferred House Connection Rate Schedule

## Deferred House Connection Rate Schedule

These rates are for properties to be levied in 2017 for house connection construction or service connections occurring in 2016. Like Front Foot Benefit Charges, Deferred House Connection charges this year are assessed for 20 years and can be paid in full at any time.

Type of Connection	Annual Rates (Unimproved)	Annual Rates (Improved)
1" Water Connection	\$188.00	\$610.00
1½" Water Connection	\$188.00	\$610.00
2" Water Connection	\$272.00	\$652.00
4" or 6" Sewer Connection	\$294.00	\$966.00

4606 Chestnut St  
+cw

**Brian Gallahan**

Vice President / Permitting Project Manager

Acker and Sons, Inc  
10516 Summit Avenue  
Kensington, MD 20895  
301-897-0700



\*\*\*CONFIDENTIALITY NOTICE\*\*\*

The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the

## 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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](http://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](#) 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.shtml](http://www.montgomeryplanning.org/info/plat_maps.shtml) or at [www.plats.net](http://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.mcmaps.org/notification/agricultural\\_lands.aspx](http://www.mcmaps.org/notification/agricultural_lands.aspx).

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**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](http://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? ☐ 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. 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.

\_\_\_\_\_  
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).

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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](http://gcaar.com/news_ektid5454.aspx)

[www.Lighterfootstep.com](http://www.Lighterfootstep.com)

[www.Energystar.gov/homeperformance](http://www.Energystar.gov/homeperformance)

[www.Goinggreenathome.org](http://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.

  
Seller \_\_\_\_\_  
Carter, Inc

  
Date

Buyer

Date

Seller

Date

Buyer

Date

Tax ID: 160700529930  
County: MONTGOMERY

Metropolitan Regional Information Systems, Inc.  
**Full Tax Record**

Page 1 of 1  
19-Dec-2016  
9:39 am

**Property Address: 4606 CHESTNUT ST. BETHESDA MD 20814 3724**

Legal Subdiv/Neighborhood: ROSEDALE PARK  
Incorporated City:

Condo/Coop Project:

Absent Owner: Yes

**Owner Name:**

Company Owner: CW DEVELOPMENT LLC

Addtl:

Care of Name:

**MAILING ADDRESS:** 1682 E GUDE DR 301, ROCKVILLE, MD 20850 5344

**LEGAL DESCRIPTION:** ROSEDALE PARK 3566/2 73

Mag/Dist #: 7

Lot: 12

Block/Square: 4

Election District: 7

Legal Unit #:

Grid:

Tax Map:

Section:

Subdiv Ph:

Addl Parcel Flag/#:

Map: HN33

Map Suffix:

Suffix:

Parcel:

Sub-Parcel:

Historic ID:

Agri Dist:

Plat Folio:

Plat Liber:

**Tax Fiscal Year 2017 Estimated property tax and non-tax charges in first full fiscal year of ownership.**

**TOTAL EST. CHARGES:** \$6,649

City Tax:

Tax Year: 2017

State/County Tax: \$6,244

Refuse: \$373

Base Tax Rate: 1.15

Spec Tax Assmt: \$31

Exempt Class:

Homestd/Exempt Status:

Front Foot Fee:

Tax Class: 38

Mult. Class:

**ASSESSMENT**

<u>Year Assessed</u>	<u>Phase-in Value</u>	<u>Land</u>	<u>Improvement</u>	<u>Land Use</u>
2016	\$542,900	\$433,400	\$109,500	
2015	\$524,867	\$346,700	\$142,100	
2014	\$524,867	\$346,700	\$142,100	

**DEED**

Deed Liber: 52490

Deed Folio: 108

<u>Transfer Date</u>	<u>Price</u>	<u>Grantor</u>	<u>Grantee</u>
20-Jul-2016	\$695,000	PHELAN, ARTHUR J JR	CW DEVELOPMENT LLC
10-Jun-1991	\$0		ARTHUR J PHELAN JR

**PROPERTY DESCRIPTION**

Year Built: 1937

Zoning Code: R60

Census Trct/Blck: /

Irregular Lot:

Square Feet: 4,800

Acreage: 0.11

Land Use Code: Residential

Plat Liber/Folio: /

Property Card:

Property Class: R

Quality Grade: ABOVE AVERAGE

Road Description:

Zoning Desc: RESIDENTIAL, ONE-FAMILY

Xfer Devel.Right:

Road Frontage:

Prop Use: RESIDENTIAL

Site Influence:

Topography:

Building Use: 2 STORY NO BASEMENT

Sidewalk:

Lot Description:

Pavement:

**STRUCTURE DESCRIPTION**

	<u>Section 1</u>	<u>Section 2</u>	<u>Section 3</u>	<u>Section 4</u>	<u>Section 5</u>
Construction:					
Story Type:	2	1			
Description:					
Dimensions:					
Area:	1,168	108			
Foundation:		Roofing: Shingle - Composite		# of Dormers:	
Ext Wall: Shingle - Abestos		Style: Standard Unit		Year Remodeled:	
Stories: 2		Units: 1		Model/Unit Type: STANDARD UNIT	
<b>Total Building Area:</b>			Living Area: 1,168	Base Sq Ft:	
Patio/Deck Type:	Sq Ft:		Porch Type: Open	Sq Ft: 108	
Balcony Type:	Sq Ft:		Pool Type:	Sq Ft:	
Attic Type: Yes	Sq Ft: 200		Roof Type:		
<b>Rooms:</b>		Fireplace Type:		Fireplaces:	
Bedrooms:		Bsmt Type:		Garage Type:	
Full Baths: 1		Bsmt Tot Sq Ft:		Garage Const.:	
Half Baths: 1		Bsmt Fin Sq Ft:		Garage Sq Ft:	
Baths: 1.50		Bsmt Unfin Sq Ft:		Garage Spaces:	
Other Rooms:			Air Conditioning:		
Other Amenities:			Interior Floor:		
Appliances:			Outbuildings:		
Gas:	Heat: Hot Water		Sewer: Public	Fuel:	
Electric:	Water:		Underground:	Walls:	

Tax Record Updated: 07-Oct-2016

Courtesy of: Jeremy Lichtenstein

Home: (301) 347-4121

Office: (301) 652-0400

Cell: (301) 252-0389

Email: jllichtenstein9596@gmail.com

Company: RE/MAX Realty Services

Office: (301) 652-0400

Fax: (301) 652-4444

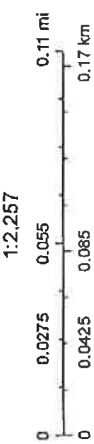
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Information is believed to be accurate, but should not be relied upon without verification.

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



Parcel Viewer Map



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kiddier NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), Swisstopo, MapboxIndia, OpenStreetMap contributors, and the GIS User Community



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

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

**PROPERTY ADDRESS:** 4606 Chestnut Street, Bethesda, MD 20814

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

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

### SELLER'S DISCLOSURE:

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

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

#### (B) Records and reports available to the Seller:

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

### BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

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

### AGENT'S ACKNOWLEDGMENT: (Agent to initial)

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

Carter, Inc 6/6/16  
 Seller Date

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

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

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

Jeremy Lichtenstein 6/6/2016  
 Agent for Seller, if any Date

\_\_\_\_\_  
 Agent for Buyer, if any Date

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

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2/2016

RE/MAX Realty Services, 4825 Bethesda Ave Bethesda, MD 20814  
 Jeremy Lichtenstein

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 [www.zipform.com](http://www.zipform.com)

Phone: 301.347.4121

Fax: 301.652.0135

4606 Chestnut Street



## MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

4606 Chestnut Street

Property Address: Bethesda, MD 20814

**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 \_\_\_\_\_ / cu 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.

[Signature] 4/6/16  
 Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Carter, Inc

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

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

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

[Signature] 4/6/2016  
 Seller's Agent \_\_\_\_\_ Date \_\_\_\_\_  
 Jeremy Lichtenstein

Buyer's Agent \_\_\_\_\_ Date \_\_\_\_\_

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GCAAR Form #908 – MC  
 (Previously form #1301 L.2)

Page 1 of 1

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RE/MAX Realty Services, 4825 Bethesda Ave Bethesda, MD 20814  
 Jeremy Lichtenstein

Phone: 301.347.4121

Fax: 301.652.0335

4606 Chestnut Street

Produced with zipForm® by zipLogix 18070 Filleen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

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

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

### Agents Who Represent the Seller

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

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

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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

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

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

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

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

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

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

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

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that RE/MAX Realty Services (firm name)

and Jeremy Lichtenstein (salesperson) are working as:

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

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

Signature  
Carter, Inc

Date

Signature

Date

\* \* \* \* \*

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

Name of Individual to whom disclosure made

Name of Individual to whom disclosure made

Agent's Signature

(Date)



STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Consent For Dual Agency

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

### When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

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

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

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

### Your Choices Concerning Dual Agency

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

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

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

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

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

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

## How Dual Agents Are Paid

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

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

## Consent for Dual Agency

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

RE/MAX Realty Services  
(Firm Name)

act as a Dual Agent for me as the

X Seller in the sale of the property at: 4606 Chestnut Street, Bethesda, MD 20814

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

*Carter, Inc* 6/6/14  
Signature Date

Signature Date

## AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

4606 Chestnut Street, Bethesda, MD 20814

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)

*Carter, Inc* 6/6/14  
Signature Date

Signature Date

Carter, Inc