



### New Home Addendum

(For use with GCAAR Sales Contract and MR Residential Contract of Sale)

The Contract of Sale dated \_\_\_\_\_, Address 5917 Lone Oak Drive  
City Bethesda, State MD Zip 20814  
Lot: 71 Block/Square: \_\_\_\_\_ Subdivision: Lone Oak  
between Seller Mid-Atlantic Custom Builder's LLC 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 Property is to be constructed, currently under construction, or newly completed; and**  
**WHEREAS, if Seller is in the business of building and/or selling new dwellings, Seller's business address is disclosed herein:** 1611 Old Georgetown Rd. 2nd FL, Bethesda, MD 20852.

**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:** The following provisions are hereby deleted from the Contract: Paragraph 6 (Settlement); Paragraph 7 (Property Maintenance and Condition); Paragraph 8 (Access to Property); and Paragraph 12 (Wood-Destroying Insect Inspection).
- 2. BUYER ACKNOWLEDGEMENT:** Buyer acknowledges that there are a number of legal issues/requirements a purchaser of newly constructed property should be aware of, including but not limited to: building/construction code, licensure requirements for builders and/or contractors, permitting processes and regulations, and applicable zoning restrictions and requirements. 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.
- 3. UNSOLD UNIT AND PROMOTIONAL DISPLAYS:** In the event that Property is part of a new homes' subdivision and until such time as all of the dwelling units in subdivision are sold, Seller and/or Seller's representatives reserve the right to make use of unsold dwelling units, the common elements, street, and the main entrance of the subdivision 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 the 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 Sales Price unless otherwise expressly provided herein.

- 4. DEPOSIT:** In the event Seller is holding the Deposit(s), Seller shall:

#### Washington, DC (only)

In accordance with DC Official Code §42-1904.09, deposit or hold the Deposit(s) in a separate interest-bearing account within a federally insured financial institution. Seller will also obtain and maintain a corporate surety bond or obtain and maintain an irrevocable letter of credit issued by a financial institution insured by the federal government.

#### Maryland (only)

In accordance with the provisions of Title 10 of the Real Property Article of the Annotated Code of Maryland:

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- A. Deposit or hold the Deposit(s) in an escrow account segregated from all other Seller funds to assure the return of the Deposit to Buyer in the event Buyer becomes entitled to such return; or
  - B. Obtain and maintain a corporate surety bond in accordance with §10-302 and conditioned on the return of the Buyer's Deposit in the event Buyer becomes entitled to such return; or
  - C. Obtain and maintain an irrevocable letter of credit issued by a Maryland bank in accordance with §10-303.
5. **CONSTRUCTION AND SETTLEMENT:** Seller shall contract and/or install all improvements in conformance with the drawings, specifications, options, and plans subject to the options and/or changes selected and paid for by Buyer, which are attached hereto and incorporated herein (collectively, the "Project").

Seller  shall begin OR  began construction of Project on or about \_\_\_\_\_. Project shall be substantially completed on or about \_\_\_\_\_ and Seller shall promptly Deliver Notice to Buyer that Project is substantially completed. Project shall be construed to have been substantially completed on the Date Property has passed final governmental inspection, if required, a certificate of occupancy and/or final inspection certificate has been issued, if required, and the Property is fit for habitation and functional for ordinary dwelling use. "Completion Date" is the Date on which Seller Delivers Notice to Buyer that Project is substantially completed.

- A. **Settlement:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on a mutually agreed date no later than fifteen (15) Days after Completion Date ("Settlement Date"). Buyer selects \_\_\_\_\_ ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to place a title order.
- B. Buyer acknowledges that delays caused by events beyond Seller's control such as work stoppages, weather, unavailability of labor and materials, acts of God, delays of municipal approvals and permits, and other unanticipated events are not included in calculating above time estimates. Such delays do not constitute Seller Default and Seller shall not be liable to Buyer for any damages whatsoever by reason of such delays.
- C. If 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, Seller shall still have the right to Deliver Notice of Completion Date. Seller agrees that such uncompleted items shall be completed in the reasonable course of business as weather conditions permit. Buyer agrees to cooperate and shall give Seller and Seller's agents and contractors' adequate access to 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.
- D. Notwithstanding the foregoing, if for any reason the Project is not substantially completed within 365 Days from the Date of Ratification, the Buyer in Buyer's sole discretion, may Deliver Notice at any time thereafter that Contract is Void. If Seller, in Seller's sole discretion, determines Project cannot be substantially completed within 365 Days from the Date of Ratification, due to matters beyond Seller's control as described in this paragraph, Seller shall have the right to declare this Contract null and void.

**SELLER RIGHT TO MAKE CHANGES:** Seller reserves the right to make such changes or substitutions in construction, materials and equipment, and to revise any plans, as Seller deems 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 Project. Seller shall obtain Buyer's written approval for substitution of design finishes or materials (such as hardware, countertops, flooring, doors, specialized siding, and all windows) which are substantially similar in quality, duration, warranty, and appearance to any unavailable design finishes or materials specified in the plans for the Project, which approval shall not be unreasonably withheld, conditioned, or delayed by Buyer.

The location of driveways, walkways and patios, grading, planting and landscaping, including the disposition of existing trees and the control of waterflow, the inclusion or exclusion of retaining walls, septic fields, 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.

7. **STANDARD SELECTIONS AND OPTION EXTRAS:** Buyer may select options and/or upgrades for the Project, provided, however, that:
- A. Option selections and allowances must be submitted in writing and delivered within  3  Days from the Date Seller provides Notice to Buyer to select said options. Seller shall give Buyer Notice of costs of Buyer's selected options/upgrades as soon as practicable. Buyer shall have 5 Business Days after receipt of cost information to advise Seller in writing as to options desired. Buyer and Seller shall negotiate a mutually acceptable written addendum detailing the choice and cost of the options/upgrades ("Options Addendum"). Seller and Buyer may mutually agree to extend any timeframe needed to ratify the Options Addendum, however in the event Buyer does not make selections within the required timeframe, Seller reserves the right to complete Project using Seller's standard selections.
  - B. Buyer shall Deliver to Escrow Agent  \$ \_\_\_\_\_ OR   One Hundred Point Zero  percent ( 100.000  %) of the cost of any agreed upon options/upgrades by certified funds within 3 Business Days of Ratification of any Options Addendum. This payment and any future payments for options ("Options Payments") are nonrefundable. The balance of such costs shall be due and payable at Settlement. The Escrow Agent shall be authorized, when requested to do so in writing by Seller, to release any Options Payments to Seller. The parties may mutually agree to increase Sales Price to incorporate the actual cost of any Options Addendum. In such case, the monies advanced to Seller prior to Settlement shall be credited to Buyer at Settlement.
  - C. Buyer is not permitted to select any standard option if Project 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 Project, unless approved by Seller in writing and a nonrefundable change order fee of \$  20%  is paid by Buyer.
8. **WARRANTIES:** Seller warrants the new home against defects in workmanship and materials, with coverage in accordance with local laws. 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.

**Washington, DC (only)**

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

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

**Montgomery County, Maryland (only)**

Montgomery County law requires new home builders or sellers to inform Buyer in writing whether any bond, insurance, or other financial security is responsible for or guarantees builder's performance under required warranty described herein and to provide proof of any such bond, insurance, or security to Buyer upon request.

- 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 builder promises 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

- B. Required Warranty:** 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.
- C. Exempt Localities:** The following localities have opted out of the Section 31C 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, and 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 for Exempt Localities:**

- 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 Form #1603 is 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 Form #1603A is 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).

**9. ACCESS TO PROPERTY:** 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 PROPERTY DURING CONSTRUCTION NOR MAY BUYER STORE ANY PERSONAL PROPERTY IN OR ABOUT PROPERTY PRIOR TO SETTLEMENT DATE without the express written authorization of Seller and/or as provided for in the INSPECTIONS paragraph of this Addendum. Should Buyer enter Property at any time prior to Settlement Date, Buyer acknowledges that Buyer is doing so at Buyer's own risk and agrees to indemnify and hold Seller harmless from and against any and all claims for damage(s) to Buyer's person or property and to the person or property of Buyer's guests or invitees. Seller will provide Broker, inspectors representing Buyer, and representatives of lending institutions for appraisal purposes reasonable access to Property to comply with Contract.

**10. INSPECTIONS:** Montgomery County law guarantees Buyer the right to inspect Property not less than 24 hours, nor more than 72 hours before Settlement, unless the parties agree otherwise.

**A. Progress Inspections:** After each benchmark, defined below, Buyer and/or Buyer's representative shall have the right to conduct progress inspections of the Property. Seller shall Deliver Notice to Buyer of each benchmark no less than 5 Days in advance of completion of said benchmark. **(CHECK ALL THAT APPLY):**

- After foundation cure and waterproofing but prior to backfilling.
- After rough-ins for electrical and plumbing and prior to close-in.
- Pre-Completion Date Walk-through Inspection
- Other:

Within 2 Days of progress inspection, Buyer shall Deliver Notice to Seller of any discrepancy with the plans for the Project. Seller shall provide Buyer with written assurance that discrepancy has been cured prior to Completion Date.

**B. Final Inspection:** Buyer and/or Buyer's representative shall have the right to make a final inspection within 3 Days prior to Settlement. Seller and/or Seller's authorized representative (collectively "Seller") may attend final inspection. Buyer and Seller shall make a written list of items not yet completed or not in compliance with construction standards per the quality and level of workmanship as is generally acceptable in the Washington DC Metropolitan area (the "Punchlist"). Seller shall execute the Punchlist, which shall serve as Buyer's assurance that Seller will complete all noted items as soon as may be reasonably practicable before Settlement.

In the event that any such items are not completed prior to Settlement, Seller agrees to complete all remaining items on Punchlist in a reasonable timeframe following Settlement and as promptly as weather and workload permit and Buyer agrees to provide Seller access to Property to enable this work. Seller shall not be required to escrow any funds at the time of Settlement for Punchlist items. The provisions of this Paragraph shall survive Settlement.

11. **PROPERTY TAX CREDITS:** Real property tax credits may be available to Buyer for the cost of installing certain features in the Property. Such tax credits may include, but are not limited to, installation of energy-efficient options and/or accessibility features. Buyer is advised to research local codes for potential credits on improvements.

**Montgomery County, Maryland (only)**

Montgomery County Code § 52-106 - 107 defines the types of improvements for which tax credits are available to the Buyer for the cost of installing accessibility features and standards. These improvements may include, but are not limited to ramps, wider doorway openings, grab bars, and maneuvering space. The following improvements are available:

Type of Improvement	General Cost Estimate
_____	_____
_____	_____
_____	_____
_____	_____

12. **ORAL STATEMENTS OR PROMISES:** 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

- New Home Warranty Disclosures and Warranty (as provided in Paragraph 8)
- Site Plan
- Floor Plan
- Standard Features
- Schedule A - Specifications
- Schedule B - Options Addendum
- Other \_\_\_\_\_
- Other \_\_\_\_\_

DocuSigned by:  4/2/2024

Seller 564E902ECD354E1... Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_

**Mid-Atlantic Custom Builder's LLC**

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



### New Home Warranty Disclosure Addendum for Maryland

(Required for use with Form #1602 when a builder participates in a new home warranty security plan and will provide Buyer with a new home warranty)

The Contract of Sale dated \_\_\_\_\_ Address 5917 Lone Oak Drive  
Unit # \_\_\_\_\_, City Bethesda, State MD Zip: 20814 between  
Seller Mid-Atlantic Custom Builder's LLC and  
Buyer \_\_\_\_\_ is hereby  
amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

**Builder DOES PARTICIPATE in a new home warranty security plan. Maryland law requires a builder who participates in a new home warranty security plan to make the following disclosure as part of the Contract of Sale:**

Your new home will be covered by a new home warranty that meets the minimum requirements established under Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland. Before you sign this Contract, your builder is required to give you a copy of the warranty coverage you will receive.

The name of the new home warranty security plan in which your builder is currently a participant is

RWC, INC.

You are strongly encouraged to call the new home warranty security plan at \_\_\_\_\_ to verify (i) that your builder is in good standing with this company, and (ii) that your new home will be covered by a warranty from this company.

If the builder is not a participant in good standing with this company on the date of this contract, or if the new home has not been registered in the plan on or before the warranty date, then it is a material breach of the contract and you are entitled to whatever remedies are provided by law, including, but not limited to, rescission or cancellation of this contract and, except in the case of a construction contract for a new home built on your own property, a refund of any money paid to the builder for your new home.

On the day that you first occupy the new home, settle on the new home, make the final payment to the builder on your new home, or obtain an occupancy permit for a new home if the new home is built on your own property, whichever is earlier, you will be provided with evidence that a new home warranty exists for your new home and that coverage begins on that date. You will be provided with a signed new home warranty within 60 days from the date the coverage begins.

The terms used in this notice shall have the same meanings as provided in Title 10, Subtitle 6 of the Real Property Article of the Annotated Code of Maryland.

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Maryland law further requires the builder to make the following disclosure. Builder will provide Buyer with a New Home Warranty which meets the requirements of Maryland law.

The Plan provides the following minimum warranty coverage beginning on the warranty date:

- ONE YEAR free from any defects in materials and workmanship.
- TWO YEARS free from any defect in the electrical, plumbing, heating, cooling, and ventilating systems, except that the following appliances, fixtures, and items of equipment are only covered for the length and scope of the warranty offered by the manufacturer:

\_\_\_\_\_

- FIVE YEARS free from any structural defects.

Items excluded under the Plan are:

1. Damage to real property that is not part of the home covered by the warranty or that is not included in the purchase price of the home;
2. Bodily injury or damage to personal property;
3. Any defect in materials supplied or work performed by anyone other than the builder or the builder's employees, agents, or subcontractors;
4. Any damage that the owner has not taken timely action to minimize or for which the owner has failed to provide timely notice to the builder;
5. Normal wear and tear or normal deterioration;
6. Insect damage, except where the builder has failed to use proper materials or construction methods designed to prevent insect infestation;
7. Any loss or damage that arises while the home is being used primarily for nonresidential purposes;
8. Any damage to the extent it is caused or made worse by negligence, improper maintenance or improper operations by anyone other than the builder or its employees, agents, or subcontractors;
9. Any damage to the extent it is caused or made worse by changes of the grading of the ground by anyone other than the builder, its employees, agents, or subcontractors; and
10. Any loss or damage caused by acts of God.

By signing this Addendum, the Buyer acknowledges that the Buyer has read and understood the above disclosure.

DocuSigned by:  
 4/2/2024  
 Seller 564E902ECD354E1... Date  
**Mid-Atlantic Custom Builder's LLC**

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

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

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



# Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: **5917 Lone Oak Drive, Bethesda, MD 20814**

**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, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

**KITCHEN APPLIANCES**

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

**ELECTRONICS**

- Security Cameras
- Alarm System
- Intercom
- Satellite Dishes
- Video Doorbell

**RECREATION**

- Hot Tub/Spa, Equipment, & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

**LIVING AREAS**

- Fireplace Screen/Door
- Gas Log
- Ceiling Fans
- Window Fans
- Window Treatments

**OTHER**

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels (must include Solar Panel Seller Disclosure/Resale Addendum)

**LAUNDRY**

- Washer
- Dryer

**WATER/HVAC**

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window A/C Units

**THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: \_\_\_\_\_

**CERTIFICATION:** Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

Seller **Mid-Atlantic Custom Builder's LLC** Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** (Completed only after presentation to the Buyer)

The Contract of Sale dated \_\_\_\_\_ between Seller **Mid-Atlantic Custom Builder's LLC** and Buyer \_\_\_\_\_

DocuSigned by: Michael Rubinfeld, CA for the Property referenced above is hereby amended by the incorporation of this Addendum. 4/2/2024

Seller (sign only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
**Mid-Atlantic Custom Builder's LLC**

Seller (sign only after Buyer) \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ 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 5917 Lone Oak Drive  
 City Bethesda State MD Zip 20814 between  
 Seller Mid-Atlantic Custom Builder's LLC and  
 Buyer \_\_\_\_\_ is hereby  
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this 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),  
2425 Reedie Drive, 14th Floor, Wheaton, MD 20902. Main number: 301-495-4600. Web site:  
<https://montgomeryplanningboard.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)
- State Department of Assessments & Taxation (SDAT), 301 W Preston Street, Baltimore, MD, 21201  
Main Telephone Number: 410-767-1184. Website: [sdattax.dat.maryland.gov](http://sdattax.dat.maryland.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 Construction Home.
2. **SMOKE DETECTORS:** Maryland law requires that ALL smoke alarms be less than 10 years from date of manufacture. Also, BATTERY-ONLY operated smoke alarms must be sealed units incorporating a silence/hush button and long-life batteries. 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.
3. **CARBON MONOXIDE DETECTORS:** Montgomery County requires the owner of each occupied, single-unit, two-unit, and townhouse dwelling unit containing a fuel burning appliance or attached garage to have carbon monoxide detection and warning equipment. Carbon monoxide alarms or detectors must be installed:
  - 1) outside of each separate dwelling unit sleeping area and in the immediate vicinity of the bedrooms; and
  - 2) on every occupiable level of a dwelling unit, including basements;
 and also must:
  - 1) be located on the wall, ceiling or other location as specified in the manufacturer's published instructions that accompany the unit; and
  - 2) be installed and maintained under NFPA 720.

The specific Montgomery County Code section containing detailed information as to requirements, type, locations and exceptions can be found here: [https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco\\_md/0-0-0-134832#JD\\_26-8A](https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-134832#JD_26-8A)

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4. **MODERATELY-PRICED DWELLING UNIT:** Is the Property part of the Moderately-Priced Dwelling Unit Program in Montgomery County, the City of Rockville, or the City of Gaithersburg?  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.

5. **RADON DISCLOSURE:** A radon test must be performed on or before the Settlement Date of a "Single Family Home" in accordance with Montgomery County Code Section 40-13C (see <https://www.montgomerycountymd.gov/green/air/radon.html> for details) **A Single Family Home means a single family detached or attached residential building. Single Family home does not include a residential unit that is part of a condominium regime or a cooperative housing corporation.** The Seller of a Single Family Home (unless otherwise exempt below) is required to provide the Buyer, on or before Settlement Date, a copy of radon test results performed less than one year before Settlement Date, or to permit the Buyer to perform a radon test, but regardless, a radon test **MUST** be performed and both Seller and Buyer **MUST** receive a copy of the radon test results. **If Buyer elects not to or fails to perform a radon test, the Seller is mandated to perform the test and provide the results to the Buyer on or before Settlement Date.**

Is Seller exempt from the Radon Test disclosure?  Yes  No. If yes, reason for exemption: \_\_\_\_\_.

**Exemptions:**

- A. Property is NOT a "Single Family Home"
- B. Transfer is an intra-family transfer under MD Tax Property Code Section 13-207
- C. Sale is by a lender or an affiliate or subsidiary of a lender that acquired the home by foreclosure or deed in lieu of foreclosure
- D. Sale is a sheriff's sale, tax sale or sale by foreclosure, partition or by a court appointed trustee
- E. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust.
- F. A transfer of a home to be converted by the buyer into a use other than residential or to be demolished.
- G. Property is located in the Town of Barnesville, Town of Kensington, or Town of Poolesville.

If not exempt above, a copy of the radon test result is attached  Yes  No. If no, Seller will provide the results of a radon test in accordance with Montgomery County Code Section 40-13C unless the Contract includes a radon contingency.

**NOTE: In order to request Seller to remediate, a radon contingency must be included as part of the Contract.**

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

- A. **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.
- B. **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.
- C. **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).

<p>A. <b>Water: Is the Property connected to public water?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No.  <b>If no, has it been approved for connection to public water?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know  <b>If not connected, the source of potable water, if any, for the Property is:</b> _____</p> <p>B. <b>Sewer: Is the Property connected to public sewer system?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>If no, answer the following questions:</b></p> <ol style="list-style-type: none"> <li>1. <b>Has it been approved for connection to public sewer?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know</li> <li>2. <b>Has an individual sewage disposal system been constructed on Property?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Has one been approved for construction?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  <b>Has one been disapproved for construction?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Do not know  <b>If no, explain:</b> _____</li> </ol> <p>C. <b>Categories: The water and sewer service area category or categories that currently apply to the Property is/are (if known)</b> _____. <b>This category affects the availability of water and sewer service as follows (if known)</b> _____.</p>
---

**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
-------	------	-------	------

7. **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.**

8. **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.

9. **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: \_\_\_\_\_.

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

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

Are there any potential Front Foot Benefit Charges (FFBC) or deferred water and sewer charges for which the Buyer may become liable which do not appear on the attached property tax bills?

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.

**B. Private Utility Company:**

Are there any deferred water and sewer charges paid to a Private Utility Company which do NOT appear on the attached property tax bills?  Yes  No. If yes, complete the following:

**EFFECTIVE OCTOBER 1, 2016: NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES**

This Property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$ \_\_\_\_\_ payable annually in \_\_\_\_\_ (month) until \_\_\_\_\_ (date) to \_\_\_\_\_ (name and address) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this Property, and is not in any way a fee or assessment imposed by the county in which the Property is located.

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**13. 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. FAQs regarding Development Districts can be viewed at <https://www2.montgomerycountymd.gov/estimatedtax/FAQ.aspx#3607>. 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 [https://www2.montgomerycountymd.gov/estimatedtax/map/Existing\\_DevDistricts.pdf/](https://www2.montgomerycountymd.gov/estimatedtax/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 Proposed Development Districts can be obtained at [https://www2.montgomerycountymd.gov/estimatedtax/map/dev\\_districts.pdf](https://www2.montgomerycountymd.gov/estimatedtax/map/dev_districts.pdf).

OR

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

**14. RECORDED SUBDIVISION PLAT:**

Plats are available at the [MNCPPC](#) or at the Judicial Center, Room 2120, 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](http://www.montgomeryplanning.org/info/plat_maps.shtm) or at [www.plats.net](http://www.plats.net). **Seller shall be subject to penalties per Montgomery Code Section 40-1, et seq. for failure to provide recorded subdivision plat, if one exists.** Buyers shall check **either A, B or C** below. If **B** is selected, **one** of the options under **B**, shall also be checked:

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. **Improved Lot/Recorded Subdivision Plat:** If the Property is not an unimproved lot or a newly constructed house and a subdivision plat has been recorded, 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. **NOTE: This is for resale properties only.**

1. Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat.

- OR-

2. Buyer hereby waives receipt of a copy of such plat at time of execution of the Contract, but shall, prior to or at the time of Settlement, be provided a copy of the subdivision plat.

OR

C. **Parcels With No Recorded Subdivision Plat:** For improved and unimproved resale properties only (i.e. properties that are not newly constructed), Buyer acknowledges that there is no recorded subdivision plat. **This Paragraph shall not be checked if a recorded subdivision plat exists for the improved resale lot.**

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

**15. 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 <https://sdat.dat.maryland.gov/RealProperty/Pages/default.aspx>.
- C. **Other Tax Benefit Programs:** Does the Seller have reduced property taxes from any government program?  Yes  No. If yes, explain: \_\_\_\_\_.

**16. AGRICULTURAL RESERVE DISCLOSURE NOTICE:**

This Property  is  is not subject to the Agricultural RESERVE Disclosure Notice requirements. These disclosure requirements 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 SDAT and Montgomery County Zoning Layer (MC Atlas).

**17. NOTICE CONCERNING CONSERVATION EASEMENTS:**

This Property  is  is not subject to a Conservation Easement. If applicable, GCAAR Conservation Easements Addendum is hereby provided. See <https://mcatlas.org/FCE/> for easement locator map.

**18. GROUND RENT:**

This Property  is  is not subject to Ground Rent. See Property Subject to Ground Rent Addendum.

**19. 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.shtml>, to check applicability. 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.

- A. **City of Rockville:** Montgomery County Code §40-12A has been adopted by the City of Rockville.
- B. **City of Gaithersburg:** Montgomery County Code §40-12A has been adopted by the City of Gaithersburg at City Code §2-6.
- C. **Other:** Contact the local municipality to verify whether the Property is subject to any additional local ordinance.

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

**20. 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

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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).

- 21. AIRPORTS AND HELIPORTS:** The following list of airports and heliports includes those in Montgomery County and the surrounding area that may be within a five-mile radius of the Property. This list was compiled from data provided by the Washington Airports District Office of the Federal Aviation Administration and was current as of 8/1/2018. 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](http://www.faa.gov/airports/airport_safety/airportdata_5010).



**MONTGOMERY COUNTY**

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
4. **Federal Support Center Heliport**, 5321 Riggs Road, Gaithersburg, MD 20882
5. **Flying M Farms**, 24701 Old Hundred Road, Comus, MD 20842
6. **IBM Corporation Heliport**, 18100 Frederick Avenue, Gaithersburg, MD 20879
7. **Maryland State Police Heliport**, 7915 Montrose Road, Rockville, MD 20854
8. **Montgomery County Airpark**, 7940 Airpark Road, Gaithersburg, MD 20879
9. **Shady Grove Adventist Hospital**, 9901 Medical Center Drive, Rockville, MD 20850

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- 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
- 13. **Holy Cross Germantown**, 19801 Observation Drive, Germantown, MD 20876

**PRINCE GEORGE'S COUNTY**

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

**FREDERICK COUNTY**

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

**CARROLL COUNTY**

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

**DISTRICT OF COLUMBIA**

- 21. **Bolling Air Force Base**, 238 Brookley Avenue, SW, 20032

**22. 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: <https://www.montgomerycountymd.gov/green/Resources/Files/energy/Home-Sales-Disclosure.pdf>
- B. **Usage History:** Has the home been owner-occupied for the immediate prior 12 months?  Yes  No **If the 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.

**23. SCHOOL BOUNDARY NOTICE:** The Montgomery County Board of Education periodically reviews and amends school boundaries for each school within the Montgomery County Public Schools (MCPS) system. School boundaries designated for this Property are subject to change and Buyer is advised to verify current school assignments with MCPS.

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

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.

*Michael Rubinfeld, CRP* 4/2/2024

Seller	Date	Buyer	Date
Mid-Atlantic Custom Builder's LLC			

Seller	Date	Buyer	Date
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STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

### THIS NOTICE IS NOT A CONTRACT

*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. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

**Subagent:** A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

**If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller**

#### Agents Who Represent the Buyer

**Buyer's Agent:** A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, you must enter into a written buyer agency agreement.

#### Dual Agents

The possibility of **dual agency** arises when the buyer's agent and the seller's agent both work for the same real estate company, and the buyer is interested in property listed by that company. The real estate 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, the "dual agent" (the broker or the broker's designee) shall 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 are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage 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 broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company.

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 must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>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 licensee 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 licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the  Sellers/Landlord  Buyers/Tenants acknowledge receipt of a copy of this disclosure and that **Remax 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
- subagent of the Seller
- buyer's/tenant's agent

DocuSigned by:   4/2/2024  
Signature \_\_\_\_\_ (Date)

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

**Mid-Atlantic Custom Builders, LLC.**

\*\*\*\*\*

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

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

### Your Choices Concerning Dual Agency

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

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

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

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

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

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

### How Dual Agents Are Paid



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

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

### Consent for Dual Agency

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

\_\_\_\_\_ **RE/MAX Realty Services** \_\_\_\_\_ act as a Dual Agent for me as the  
 (Firm Name)  
**5917 Lone Oak Drive**  
 **Seller** in the sale of the property at: **Bethesda, MD 20814**

\_\_\_\_\_ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.  
 Signed by:   \_\_\_\_\_ 4/2/2024 \_\_\_\_\_  
 Signature Date Signature Date

**Mid-Atlantic Custom Builder's LLC**

### AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

**5917 Lone Oak Drive, Bethesda, MD 20814**

Property Address

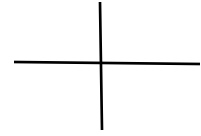
\_\_\_\_\_  
 Signature Date Signature Date

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

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

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

**Mid-Atlantic Custom Builder's LLC**



## Interior Features

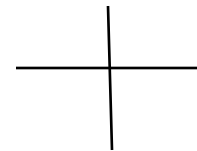
- Approx. 4,864 SF of Total Finished Space
- 6 Bedrooms, 5 Full Baths
- 9' First Floor and Second Floor Ceiling
- 9' Foundation Wall in Lower Level (Approx. 8'9" Ceiling)
- Finished Lower Level with Rec Room, Bedroom with Full Bath Accessibility, Thoughtfully Designed Flex Room
- 6" 'Vintage Industrial' Baseboard Molding Throughout
- 4" 'Vintage Industrial' Casing around Windows, Doors and Openings (Additional Plinth Blocks for Doors and Openings)
- Wainscot Molding in Dining Room (White)
- Mud Room Accented with Built-In Cubbies and Painted Shiplap Accent Backing (White)
- Cove Crown Molding throughout First Floor, Second Floor Hallway/Loft, and Owner's Suite
- Tray Ceilings with Cove Crown Molding in Entry Foyer, Dining Room, Family Room, and Owners Suite
- 1-<sup>3</sup>/<sub>8</sub>" 2-Panel Shaker Interior Doors (White)
- *Schlage Custom Collection* 'Latitude' Lever with Collins Trim in Matte Black Finish for Interior Doors
- 4" Sand and Finish 'Classic Gray' Red Oak Hardwood Floors Throughout First Floor, Second Floor Hallways and Bedrooms (Excl. Tile Locations and Lower Level)
- 7" Wide LVP Flooring in Lower Level Rec Room, Bedroom, Full Bath, Finished Storage and Flex Room
- Open Red Oak Main Stairs Stained to Match Flooring with 1" Square Treads, Painted Risers, Square Newel Posts, Painted White Balusters and Flat Stained Handrail
- *Decora* Rocker Light Switches and Plugs Throughout
- 5" LED Recessed Lights Throughout
- Professionally Applied Paint on Walls, Ceilings and Trim in Two-Tone Color Package ('Bright White' Semi-Gloss on Trim, 'Chillax' Flat Finish on Walls and 'Bright White' Flat on Ceilings)
- MDF Wood Closet Shelving System with Wood Dowel Hanger Rods in Closets (White, Stained Wood Rods)
- 42" *Heatilator* 'Novus' Family Room Gas Fireplace with Mescott Mantle (White) and Slate Surround

## Kitchen Features

- Gourmet Kitchen Specifically Designed for Entertaining and Everyday Functionality
- Large Gathering Island accented with *Q Premium Quartz* Countertop (Remnant Selection - TBD)
- *Q Premium Quartz* Perimeter Countertop (Remnant Selection - TBD)
- Genesi Perla 2" x 10" Herringbone Backsplash in Kitchen and Butler's Pantry
- LED Undercabinet Lighting and Outlet Package
- *JennAir* Stainless Steel Appliances
- *JennAir* 48" 'RISE' Built-in Side-by-Side Stainless Steel Refrigerator with 29.2 cu. ft. capacity, Obsidian Interior, Precision Temperature Management System, Advanced Climate Control Drawer (JS48NXFXDE, JBSFS48NHL)
- *JennAir* 'RISE' 36" Professional-Style 6-Burner Gas Range with 5.1 cu. ft. Oven Capacity (JGRP436HL)
- *Zephyr* 'Siena Pro' 36" Chimney Style Stainless Steel Wall Mount Range Hood and Cover (ZZSPE36BS, ZZ1C00SP)
- *JennAir* 'RISE' 30" Built-in Single Wall Oven with 5.0 cu. ft. Capacity and Microwave (JMC3415ES, MKC3150ES, JJW2430LL)
- *JennAir* 'RISE' 24" Built-In Stainless Steel Dishwasher with 38 dBA Performance (JDPSS244LL)
- *Homecrest* 'Bexley' Shaker Cabinets in Kitchen with Soft Close Doors/Drawers
- Decorative Cabinet Hardware (Honey Bronze Finish)
- *Moen* 'Align' Single Bore Faucet with Pull-Down Spray Head (Spot Resist Stainless Finish)
- *Kohler* 'Whitehaven' 36" Farmhouse Cast Iron Sink with Garbage Disposal and Stainless-Steel Rack (K-6489-0)
- Butler's Pantry with Undercabinet Beverage Refrigerator (UHBV024SG01A)

## Bath Features

- Acclaimed Mid-Atlantic Owner Suite Spa Bath featuring Frameless Glass Shower Enclosure, Dual Showerheads, and Wall Mount Hand Shower
- *Signature Hardware* 67" Acrylic Freestanding Tub in Owner's Suite Bath with Deck Mounted Faucet
- Decorative Mirrors and Lighting Over Vanities
- *Homecrest* 'Bexley' Full-Overlay Cabinetry with Soft Close Hardware in all Baths
- Designer Tile in All Baths, Family Foyer, and Laundry Room
- Designer *Q Premium Quartz* Countertops in All Baths
- *Kohler* 'Irvine' Elongated Bowl Toilets in All Baths
- Raised Height Vanities in All Baths



## 5917 LONE OAK DRIVE

### INCLUDED FEATURES

#### Exterior Features

- 13,600 SF Homesite
- 8' Solid Fir *Simpson* Front Entry Door
- 12" Front, Side and Rear Gable Overhangs
- 30-Year Designer Asphalt Shingles (CertainTeed Landmark)
- Architecturally Coordinated Exterior Colors with Maryland Blend Stone Accents and *James Hardie* 'Evening Blue' Cement Fiber Lap Siding (7" Exposure)
- Front Porch with *Trex* 'Enhance' Floor, White PVC Beaded Ceiling, and White Assembled Vinyl Rails
- Rear Deck with *Trex* 'Enhance' Floor
- Gas Grill Stub-Out Located on Rear Deck
- Professionally Designed Landscaping Package with Fully Sodded Yard to Limits of Disturbance (See Site Plan and Foundation Landscape Plan)
- 8' Tall *Clopay* Bridgeport Steel Collection Garage Doors with Top Mount Glass Windows (White)
- Two Car Garage with Concrete Driveway
- White *Anderson 200 Series* Double-Hung Low-E Windows with Simulated Divided Light
- 6' Board-On-Board, Pressure Treated Wood Privacy Fence with (2) Gates

#### Quality Construction Features

- High-Capacity Structured Wiring Connection Center for Audio, Video, Computer & Phone
- Technology Package Featuring *Skybell* Video Doorbell, Commercial Grade Wireless Network, and Upgraded Cat 6 Wiring (Per *Vintage* Selection Sheet)
- *Vintage* Security System (3-Year Monitoring Agreement Req.)
- 400 Amp Electrical Service
- 240V Rough-In Located in Garage
- 240V Pre-Wire for Future Outdoor Infrared Heating on Rear Screened Porch Ceiling
- *Flowguard* Gold® Water Supply Lines
- Interior Fire Sprinkler Suppression and Safety System with Concealed Sprinkler Heads
- Front and Rear Waterproof Electrical Outlets (Per Code)
- Front and Rear Hose Bib Locations
- Battery Back-up System on Sump Pump
- Sealed Passive Radon Ventilation System
- Smoke and Carbon Monoxide Detectors on all Levels
- Smoke Detectors in all Bedrooms
- Washer and Dryer Hook Ups with Overflow Pan (Both Gas and Electric Rough-In Included)
- Engineered Floor Joist System
- Premium Water-Resistant Floor Panels (Subflooring)
- Lower Level Safety Egress Basement Window
- Rear Areaway Exit from Lower Level Rec Room (Concrete Steps, Per Plan)

#### Our Personal Touch

- Vintage Security Home Technology Walkthrough
- Pre-Closing Home Orientation
- Vintage Security Home Technology Demonstration
- 1-Year Drywall Appointment (per Homeowners Journal)

#### Energy\$mart Features

- Mid-Atlantic Builder's *Healthy Home Package*
- *Trane* Variable Speed 96% AFUE Gas Furnace (S9V2) with 2 Stage Heating Operation & 14 SEER Rated Air Conditioning System (4TTR4060L1)
- Mastic Seal at all Duct Joints
- All Ductwork Designed in Conditioned Space
- Fresh Air Exchange Fan and MERV 11 Air Quality Filter, Transfer Grills in Each Bedroom and *Aprilaire* 800 Steam Humidifier System
- EZ Attic Access Door Back Built with a Tight Fit Gasket & R-42 Insulation
- 2<sup>nd</sup> Floor Damper Zone Control with Programmable Thermostat (2 - Honeywell T6 PRO Prog. Thermostats)
- 75 Gallon High Efficiency, Natural Gas Power Vent Hot Water Heater (*Rheem* Professional 'Classic Plus' Heavy Duty Power Direct Vent, 75,100 BTU/h)
- Digital Programmable Thermostats
- Energy Efficient Adjustable Thresholds
- *Dupont Tyvek* Housewrap and *Andersen* Low-E Windows
- Advanced Fire Stop and Air Seal Package in All Exterior Gaps, Electrical Receptacles and Other Areas
- Closed Cell Spray Foam Insulation Installed Around all Exterior Walls, Floor Band Boards, Garage Ceilings, Cantilevered Bays and Fireplaces (Approx. 1" Thick Application)
- R-13 Foil Insulation for Foundation Walls
- R-13 High Density Batt Insulation + Closed Cell Foam in All Exterior Framed Walls
- R-49 Blown Insulation in Attic
- Water Saving Faucets with Scald Protection

#### Peace of Mind Warranties

- 10-Year Transferable RWC Major Structural Warranty
- 1-Year Comprehensive Warranty
- 2-Year Mechanical Systems Warranty
- 5-Year Peace of Mind Extended Materials Warranty on Heating and Cooling Systems
- 10-Year *Marflex* 'QuickSeal' Foundation Waterproofing Membrane System Warranty
- Various Additional Manufacturer Extended Warranties

Mid-Atlantic Custom Builders' renderings, plans and specifications are for general illustrative purposes only. Dimensions and features are approximate and shall not be deemed to be an express or implied warranty of any type. Mid-Atlantic Custom Builders reserves the right to make changes at any time without notice or obligation. Added features subject to change without notice. The names Mid-Atlantic Builders, Mid Atlantic Custom Builders and the Mid-Atlantic Builders logo are registered service marks of Mid-Atlantic Builders, Inc. MHBR# 5139,7029



# SCHEDULE OF INSTALLATION

"Personal Service is the Vintage Advantage"

**Main Office** MD#107-1679  
8220-A Stayton Drive, Jessup, MD 20794  
Phone: (877) 767-1800  
Fax: (410) 724-8139

**Southern MD**  
2196 Solomons Island Rd Suite 1  
Prince Frederick, MD 20678  
Phone: (877) 767-1800  
Fax: (443) 404-5634

**Northern VA** DCJS#11-16546  
8014 Flannery Court  
Manassas, VA 20109  
Phone: (877) 767-1800  
Fax: (703) 631-2767

**Date** 04/17/2023 **Customer #** \_\_\_\_\_  
**Install Type** Builder Spec **Sales Rep** Bob Hartwick

## Customer Information

**Person 1:** Mid Atlantic Builders 5917 Lone Oak Drive  
[twebb@midatlanticbuilders.com](mailto:twebb@midatlanticbuilders.com) **Person 2:** \_\_\_\_\_  
**Installation Address:** 5917 Lone Oak Drive **Mailing Address:** Same as installation address.  
Bethesda, MD 20814  
**Phone Numbers:** 301-231-0009 | Office **Registration** Montgomery (County)

## Builder Information

**Name** Mid-Atlantic Builders Custom - 103 **Project** Custom **Type** Single  
**Address** 11611 Old Georgetown Road **Contact** Tim Ganske **Lot #** N/A  
Second Floor  
Rockville, MD 20852

**Permit #** \_\_\_\_\_ **Contact Email** \_\_\_\_\_ **Job Site #** \_\_\_\_\_

## Monitoring

- Declined
- By Zone
  - Power Out
  - Power Restore
  - Low Battery
  - Battery Restore
  - Duress
  - Water

- Burglary
- Manual Fire
- Emergency
- Automatic Fire
- Silent Hold Up
- Gas
- Temp

## Maintenance

- Declined  
**Coverage:** Declined  
 Automatic Fire Declined  
 Interior Detection Declined

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Initials

**Monthly Rate:** \$0.00 plus applicable sales tax **Payable:** Monthly  Auto Pay Declined  
**Term:** 0 years (a Go Green fee per invoice will be added) \_\_\_\_\_  
Initials

	Total	Deposit Paid	Balance Due
<b>Builder</b>			
<b>Owner (Builder)</b>			
<b>Owner (Vintage)</b>			

		Part #	Homeowner	Builder
1	IQ PRO HW-System (IQ PRO Panel with Built In Touchscreen and Siren and Battery Back-Up, Wireless LTE Signal Forwarding Device w/Vintage Interactive Service with Weather and Severe Weather Reports, 1 Hardwired Module, 1 Motion Sensor, Up to 4 Door Contact Switches, 1 Smoke Detector, No Phone Line Required, Free Sticker and Sign Replacement for Life) (MONITORING CONTRACT REQUIRED) (110 Volt Duplex Outlet Required)			
6	Glassbreak Detector (20' Range)			

**Subtotal:**

**Discounts:**

**Totals:**

## Structured

		Part #	Homeowner	Builder
1	VIS-Smart Center Kit w/Hinged Door – (4 Port TV Ethernet Adaptor - 2 Cat6 x 2 RG6 Bundle for Feeds)(Dedicated 110 Volt 20 Amp Duplex Outlet Required)			
1	Router Location Wiring and/or Networking Equipment Package declined by customer. Vintage Security is not responsible for router location wiring that may be needed in future. Customer to provide Router location in home.(110 Volt Duplex Outlet Required)			
9	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)			
1	1" Flex Conduit with Pull-String (Conduit run from VIS Center to exterior of home to demarcation point) (Includes quick-flash and exterior rated box) (Vintage not responsible for wires to be pulled through conduit for ISP)(Single Family and Townhome Only)			

**Subtotal:**

**Discounts:**

**Totals:**

## Audio/Video

		Part #	Homeowner	Builder
2	Prewire HDMI - HDMI wiring (Up to 50') (w/ Cat6-RG6) -High Speed HDMI Cable with Ethernet UL CL3 Rated (Capable of sending ONE UHD 8K/60Hz (48Gbps) CEC, ARC, Dolby ATMOS) (Does not include TV mount or installation of TV)(110 Volt Duplex Outlet Required)			
1	1.5" conduit with pull string (10' max same wall from Recessed box at TV location)			

**Subtotal:**

**Discounts:**

**Totals:**



# Cameras/ Intercom/ Access/SMB

Part #      Homeowner      Builder

1      Vintage 2.8 MP Interactive White Doorbell WiFi Camera with Smart Video Analytics (HD - Utilizes existing Doorbell wiring) (Requires Vintage Interactive Video Service)

**Subtotal:**

**Discounts:**

**Totals:**

## Central Vacuum

Declined

## Custom Electronics

Declined

## Custom SMB

Declined

## Builder Option

Declined

## Totals

**Homeowner      Builder**

Line Items:

Line Item Discounts:

Subtotal:

Paid Through Builder Total:

Paid to Vintage Total:

**Signature**

*Trevor Webb*

**Date**

04 / 25 / 2023



CONTRACT

"Personal Service is the Vintage Advantage"

Main Office MD#107-1679
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Manassas, VA 20109
Phone: (877) 767-1800
Fax: (703) 631-2767

Customer # \_\_\_\_\_ P.O. # \_\_\_\_\_

THIS AGREEMENT is made this 17th day of April 2023 by and between ADT LLC, DBA VINTAGE SECURITY and Mid Atlantic Builders 5917 Lone Oak Drive hereinafter called "SUBSCRIBER".

Location of Protected Premises ("Premises")

5917 Lone Oak Drive
Bethesda, MD 20814

with conditions hereinafter mentioned COMPANY agrees to [X] sell [ ] lease to SUBSCRIBER and/or [X] install [ ] repair services [ ] inspection service [ ] monitor a signaling system ("System") (except Communicator), as follows:

See Schedule of Installation Attached

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS PARAGRAPH 3 BELOW AND PARAGRAPH 14 (COMMERCIAL TRANSACTIONS ONLY) ON REVERSE.

TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE AN INTEGRAL PART OF THIS CONTRACT.

SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT.

READ FRONT AND REVERSE BEFORE SIGNING.

THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

YOU, THE BUYER (CONSUMER TRANSACTIONS ONLY), MAY CANCEL THIS TRANSACTION, SALE OR CONTRACT FOR ANY REASON, AT ANY TIME WITHIN THREE (3) BUSINESS DAYS OR PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION OR YOU HAVE SIGNED THE CONTRACT AND/OR PURCHASED THE MERCHANDISE. SEE THE NOTICE OF CANCELLATION FORM ON THE SCHEDULE OF INSTALLATION FOR AN EXPLANATION OF THIS RIGHT.

VINTAGE SECURITY

SUBSCRIBER

By: Robert Hartwick
SALES REPRESENTATIVE

Trevor Webb / Trevor Webb
AUTHORIZED SIGNATURE PRINT NAME

Approved:
AUTHORIZED REPRESENTATIVE

AUTHORIZED SIGNATURE PRINT NAME

1. SUBSCRIBER agrees to pay COMPANY the sum of five thousand one hundred thirty dollars (\$5,130.00) for the installation (and sale) of the System as follows:

- (a) \$0.00 Upon signing this Agreement
- (b) \$0.00 Payable through Flex Payments
- (c) \$5,130.00 Upon completion of installation

SUBSCRIBER agrees to pay BUILDER the sum of zero dollars (\$0.00) for the installation (and sale) of the System.

2. SUBSCRIBER agrees to pay COMPANY the sum of (\$0.00) zero dollars per month for the equipment payment of the system, repair services, inspection, and/or central station monitoring services prepaid monthly for **zero (0) years** from completion. \$0.00 /mo. central station monitoring (+ MD sales tax)  
\$0.00 /mo. for Equipment Flex Payment  
\$0.00 /mo. repair/inspection
3. **SUBSCRIBER agrees and understands: that COMPANY is not an insurer and that insurance, if any, covering personal injury, including death, and real or personal property loss or damage in, about or to the premises shall be obtained by the SUBSCRIBER; that COMPANY makes no guarantee, representation or warranty, including any implied warranty of merchantability or fitness for purpose; that the equipment and services are designed to reduce, but not eliminate, certain risks of loss and that the amounts being charged by COMPANY are not sufficient to warrant or guarantee that no loss or damage will occur; that COMPANY is not liable for any loss or damage which may occur even if due to the active or passive sole, joint or several negligence of COMPANY or its agents, servants, employees, suppliers or subcontractors or to the improper performance of and/or implied, or breach of warranty, express implied, or by loss or damage to facilities necessary to operate the system or any central station. Since it is impractical and extremely difficult to fix actual damages for personal injury and/or property damage which may arise due to the installation, repair, service, maintenance, monitoring, failure or faulty operation of equipment and/or the active or passive sole, joint or several negligence of COMPANY or its agents, servants, employees, suppliers or subcontractors and/or any claim brought in product or strict liability and/or any breach of warranty, express or implied, and/or breach of contract, express or implied, notwithstanding the above provisions, should there arise any liability on the part of COMPANY, such liability shall be limited to the maximum sum of \$250.00, and this liability shall be exclusive.**

**In the event that the SUBSCRIBER wishes to increase the maximum amount of such limited liability, SUBSCRIBER may, as a matter of right, obtain from COMPANY a higher limit by paying an additional amount for the increase in such limit of liability, but this additional obligation shall in no way be interpreted to hold COMPANY as an insurer.**

4. COMPANY shall have the right to increase by no more than an effective rate of 5% per year, or decrease the annual lease, repair, maintenance and/or monitoring service charge provided above at any time or times after Agreement. If subscriber is unwilling to pay increased service charge, the subscriber must notify COMPANY within 30 days. COMPANY may elect to resume the annual service charge of the previous term therefore binding the subscriber to the full term of this agreement. This Agreement will automatically renew itself for successive periods of one (1) year.
5. SUBSCRIBER understands that alternative or additional protection can be installed at SUBSCRIBER's request and expense. SUBSCRIBER

further understands that the devices with which the System is equipped are not infallible and SUBSCRIBER specifically acknowledges that COMPANY does not represent or warrant that the System may not be circumvented or compromised.

6. SUBSCRIBER does hereby for himself and all parties claiming under him release and discharge COMPANY from and against all hazards covered by insurance or bond where the insurance policy or bond does not prohibit the SUBSCRIBER to do so, it being expressly understood and agreed that no insurance company, insurer, or bonding company or their successors or assigns shall have any rights created by a Loan Agreement, Loan Receipt, or other like document or procedure, or any right of subrogation against COMPANY if the SUBSCRIBER is not prohibited under the insurance policy or bond from waiving such rights.
7. SUBSCRIBER agrees to indemnify, defend and hold harmless COMPANY from and against all claims, demands, liabilities, damages, losses, expenses, including attorney's fees and lawsuits which may be asserted against COMPANY by any person not a party to this Agreement for any expense, loss or damage including, but not limited to, personal injury, death and/or property damage, real or personal, arising out of the installation, repair, service, maintenance, monitoring, operation or non-operation of the equipment, whether due to the sole, joint or several negligence of COMPANY or its agents, servants, employees, suppliers, or subcontractors, breach of contract, express or implied, breach of warranty, express or implied, product or strict liability, or any claim for contribution or indemnification. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to claims for loss or damage caused directly and solely by the negligence of an employee of COMPANY while on SUBSCRIBER's premises, provided, however, that this exception shall be limited to the amount of proceeds received from COMPANY's insurance policy(ies) applicable to the claim or action.
8. SUBSCRIBER agrees to provide COMPANY with unrestricted access to the Premises during COMPANY's normal working hours and to permit installation in accordance with COMPANY's written proposal, which is incorporated herein by reference, and COMPANY's standard practices. COMPANY reserves the right to substitute equipment of equal or better performance at its discretion. COMPANY makes no representation, promise, warranty or guarantee of delivery and installation of equipment or commencement of services by any particular date, and SUBSCRIBER agrees that COMPANY shall have no liability for any loss, damage, or expense to SUBSCRIBER, including any direct, special, incidental, or consequential damages sustained by SUBSCRIBER due to 'any delay in delivery, installation, commencement of services or repair service, regardless of whether the delay is excusable or non-excusable and/or due to the sole, joint, or several negligence of COMPANY or its agents, servants, employees, suppliers, or subcontractors.
9. A. Title to the Communicator shall remain at all times in COMPANY and title to other equipment shall remain in COMPANY unless sold and until fully paid for. COMPANY shall have a security interest in the equipment sold hereunder until it is fully paid for and SUBSCRIBER agrees to perform all acts which may be necessary to assure COMPANY's security interest in the equipment. Should SUBSCRIBER default in any payment for the equipment, SUBSCRIBER authorizes and empowers COMPANY to remove the equipment from the premises, to disconnect the equipment and to enforce any and all of the COMPANY's right to damages sustained as a result of SUBSCRIBER's default, and COMPANY shall have the right to enforce any other legal remedy or right. Furthermore,

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Initials

COMPANY shall be in no way obligated to repair, restore or redecorate the premises in the event that equipment is removed as a result of SUBSCRIBER's default in payment. COMPANY shall in no event be liable for direct, special, incidental or consequential expense, loss or damage to the SUBSCRIBER resulting from such removal and/or disconnection, whether due to the sole, joint or several negligence of the COMPANY, its agents, servants, employees, suppliers or subcontractors, and SUBSCRIBER hereby releases COMPANY for all such foregoing expense, loss and damage incurred by the SUBSCRIBER in this regard. Risk of loss or damage to the equipment shall pass to SUBSCRIBER upon delivery to the premises. SUBSCRIBER agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty, whether affixed to the premises or not.

- B. Due to the disruption to COMPANY's business caused by receipt of signals from Premises not under contract with COMPANY subsequent to the termination of services, SUBSCRIBER empowers and authorizes COMPANY to peaceably enter the Premises and render the equipment incapable of communicating with its Central Station by removing the Communicator and/or components integral thereto, without any liability to SUBSCRIBER and SUBSCRIBER hereby releases the COMPANY for all general, special, incidental and consequential expense, loss and damage to SUBSCRIBER, whether due to the sole, joint or several negligence of COMPANY, its agents, servants, employees, suppliers or subcontractors.
10. It is the responsibility of the SUBSCRIBER to test the equipment periodically; at least monthly and whenever changes are made to communication service for the Premises. Any claimed inadequacy or failure of the equipment shall be immediately reported to COMPANY.
11. SUBSCRIBER shall pay all charges made by any telephone company or other utility for installation, leasing and service charges for equipment necessary to connect the System to the central station. SUBSCRIBER acknowledges that the charges set forth herein reflect currently existing federal, state and local laws and utility charges, and that COMPANY shall have the right, at any time, to prospectively increase the monthly rate for Monitoring Services to reflect any new or additional charges which may hereafter be imposed by any utility, local, state or federal government or governmental agency, relating to the services provided under this Agreement and which COMPANY pays; and SUBSCRIBER agrees to pay the same. In the event the system is activated for any reason whatsoever, the SUBSCRIBER agrees to pay without recourse or to reimburse COMPANY for any fines, fees, costs, expenses, and penalties assessed against SUBSCRIBER and/or COMPANY by any court or local, state or federal government or agency as a result thereof.
12. In the event of any default by SUBSCRIBER or failure to pay any amount when due or termination, cancellation, or rescission by SUBSCRIBER after the time provided by law, COMPANY shall be entitled to retain any monies received as liquidated damages, and not as a penalty, or, in the alternative, at COMPANY's sole option, SUBSCRIBER shall immediately pay to COMPANY (a) all payments then due and payable, (b) seventy-five (75) percent of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty, and (c) all costs and expenses of collection, including actual attorney's fees incurred by COMPANY; and COMPANY shall have no further obligation to perform under this Agreement. This Agreement becomes binding upon COMPANY only when signed by an authorized representative of COMPANY, who must be a Corporate Officer if any of the printed terms and conditions have been interlineated, altered or substituted by other wording. This Agreement is binding on the heirs, executors, administrators, and assigns of the parties, and shall be governed by and construed according to the laws of the State of Maryland.

13. This Agreement is not assignable by SUBSCRIBER except upon the written consent of COMPANY, which shall be at COMPANY's sole option. This Agreement or any portion thereof is assignable by COMPANY at its sole option.

**(Commercial Transactions Only)**

14. **COMPANY shall have the right to confess judgment for the entire amount of the contract price, plus all finance charges, if any, court costs, attorney's fees of 20% of the total principal contract price, and interest, and SUBSCRIBER hereby irrevocably authorizes any prothonotary, clerk of court or attorney to appear for and confess judgment against SUBSCRIBER in favor of COMPANY without filing an averment of default and without prior notice to SUBSCRIBER. SUBSCRIBER releases all errors, waives all rights of inquisition, condemnation, appraisal, and exemption, and further waives presentment for payment, demand, protest, notice of protest, and notice of dishonor of this agreement.**
15. A finance charge at the highest rate of the state in which the Premises is located will apply to all obligations not paid pursuant to the terms contained herein.
16. If COMPANY shall waive any breach by SUBSCRIBER, it shall not be construed as a waiver of any subsequent breach, and COMPANY's failure to exercise any rights hereunder shall not be construed as a waiver of any breach unless specifically waived by COMPANY in writing. COMPANY's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available under law and equity even though not expressly referred to herein.
17. Central Station monitoring service for burglary, hold-up, sprinkler, water flow, smoke or fire alarm consists solely of the calling by telephone of appropriate third party professional agencies upon receipt of signals transmitted from equipment at the Premises. Automatic supervisory service consists solely of the calling by telephone of the telephone number supplied to COMPANY in writing by SUBSCRIBER. SUBSCRIBER agrees that signals monitored by any third party are not the responsibility of COMPANY. SUBSCRIBER agrees that local audible alarms have an automatic shut-off device which is designed to automatically shut off the alarm after sounding for a period of time not to exceed thirty (30) minutes. \*SUBSCRIBER acknowledges that an audible alarm which has been activated and which has automatically shut off must be manually restored by SUBSCRIBER. SUBSCRIBER agrees to check the local audible alarm daily to determine whether to reset the alarm. If COMPANY has installed a local audible alarm and COMPANY receives notice of the sounding of the alarm, COMPANY will call by telephone the telephone number supplied to COMPANY in writing by SUBSCRIBER to notify of the alarm condition.
18. A. Upon receipt of notice from SUBSCRIBER of the necessity to service the System, COMPANY agrees, pursuant to the terms hereof, to supply all labor and materials necessary to service the System, due to ordinary wear and tear only. Such work shall be performed between the hours of 8:00 A.M. and 5:00 P.M. on normal business days excluding Saturdays, Sundays and holidays. After hour, weekend and holiday service work will be performed at the then applicable service overtime rate.
- B. COMPANY makes no representation, promise, warranty or guarantee that there will be no interruption of service or delay in performing service. COMPANY agrees to dispatch a service employee to the Premises within a reasonable time after a service

Initials

employee becomes available after receipt of SUBSCRIBER's request to do so. SUBSCRIBER agrees that COMPANY shall have no liability for any loss, damage or expense to SUBSCRIBER, including any general, special, incidental or expense to SUBSCRIBER, including any general, incidental or consequential damages sustained by SUBSCRIBER due to any delay in (1) dispatching any employee, (2) arrival at the Premises, or (3) in servicing the equipment, regardless of whether the delay is excusable or non-excusable and/or due to the sole, joint or several negligence of COMPANY or its agents, servants, employees, suppliers or subcontractors.

- C. It is understood and agreed that COMPANY will service the SUBSCRIBER's System, but SUBSCRIBER agrees that COMPANY's duty to service the System is subject to the terms of this Agreement and conditioned upon SUBSCRIBER notifying COMPANY of the necessity for such service.
- D. If inspections are furnished, SUBSCRIBER agrees that COMPANY's obligation is to inspect the System and to perform all required service to repair the System at that Time according to the terms of this agreement and to notify subscriber of inspection results. \*See your manual for details (N/A on most models). Monthly test recommended.
19. SUBSCRIBER agrees that COMPANY's obligations hereunder are waived and released automatically without notice and without liability to COMPANY for any general, special, incidental or consequential expense, loss or damage to SUBSCRIBER, in case of the Central Station, connecting wires, equipment, or facilities necessary to operate the System or Central Station are destroyed, damaged, or inoperable for any reason whatsoever, for the duration of such interruption of service, and SUBSCRIBER shall be entitled to reimbursement of the pro-rata cost paid for the period of interruption on request of SUBSCRIBER.
20. SUBSCRIBER agrees to furnish, install and supply all goods, material and equipment required by SUBSCRIBER's insurance company or other entity or authority having jurisdiction or which, in the opinion of COMPANY, are necessary for COMPANY to install or provide the services identified in this Agreement and SUBSCRIBER shall be responsible for all such costs.
21. If SUBSCRIBER is on the Premises or provides COMPANY with keys and unrestricted access to the Premises, COMPANY agrees to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available after receipt of SUBSCRIBER's request to do so, in order to service the equipment. SUBSCRIBER agrees that COMPANY shall have no liability for any loss, damage or expense to SUBSCRIBER, including any general, special, incidental or consequential damages sustained by SUBSCRIBER due to the loss or theft of any keys, or to any delay in dispatching any employee, arrival at the Premises, or in serving the equipment, regardless of whether the said conduct is excusable or non-excusable and/or due to the sole, joint or several negligence of COMPANY or its agents, servants, employees, suppliers or subcontractors.

#### LIMITED WARRANTY

22. **A. COMPANY hereby warrants to SUBSCRIBER only that all of the material installed is agreed to be as specified and is in accordance with the manufacturer's specifications. In the event that any part shall become defective within ninety (90) days from the date of completion of the installation, COMPANY shall replace or repair any defective part without charge to SUBSCRIBER. This warranty is not assignable.**
- B. If SUBSCRIBER shall discover a defect in the products supplied under this agreement, SUBSCRIBER should immediately**

**contact COMPANY in writing or by telephone, at the address and telephone number set forth, and fully describe the nature of the defect so that repair service may be rendered.**

- C. Except as set forth in paragraph A, COMPANY makes no express warranties as to any matter whatsoever, including, without**
- D. limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose.**
- E. This warranty does not cover any damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire intrusion, abuse, misuse, an act of God, any casualty, including electricity, attempted unauthorized repair service, modification or improper installation by anyone other than COMPANY and any other cause beyond the control of COMPANY. COMPANY shall not be liable for incidental or consequential damages. SUBSCRIBER acknowledges: that any affirmation or fact or promise made by COMPANY shall not be deemed to create an express warranty; that COMPANY does not make any representation or warranty, including any implied warranty of merchantability or fitness that the system or service supplied may not be compromised, Circumvented, or the system or services will in all cases provide the signaling, monitoring and response for which it was intended; that SUBSCRIBER is not relying on COMPANY's skill or judgment in selecting or furnishing a system suitable for any particular purpose; that there are no express warranties which extend beyond those on the face of the agreement hereof, and that all implied warranties, if any, coincide with the duration of this warranty. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of Incidental or consequential damages. So the above limitations or exclusions may not apply to you, this warranty gives you specific legal rights and you may also have other rights which may vary from state to state.**
23. COMPANY shall service only the components of its System. SUBSCRIBER agrees that COMPANY has no responsibility for the condition or operation of any equipment, device, or property of any sort of SUBSCRIBER, the telephone company or others to which the System is attached.
24. All causes of action, legal or equitable, against COMPANY must be commenced within one (1) year after the cause of action has accrued, time being of the essence of this paragraph.
25. This instrument contains the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations, commitments, warranties, express or implied, statements and representations, whether written or verbal, pertaining thereto, all of which shall be deemed merged into this Agreement. Should any provision hereof, or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected hereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by the parties to be binding on the parties. Notwithstanding the foregoing, if COMPANY submits a written proposal to SUBSCRIBER the proposal terms and conditions are incorporated herein by reference, provided, however, that any conflict or ambiguity created by or between the proposal and this Agreement shall be resolved by adopting the terms and conditions of this Agreement as controlling.

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Initials

26. SUBSCRIBER agrees and acknowledges that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by COMPANY to provide any services set forth hereby to SUBSCRIBER, and bind SUBSCRIBER to said subcontractor(s) with the same force and effect as they bind SUBSCRIBER to COMPANY. SUBSCRIBER specifically agrees to defend, indemnify and hold harmless COMPANY from and against all claims by any subcontractor engaged by COMPANY.

27. The acceptance of this Agreement in writing or by course of conduct or payment by SUBSCRIBER waives all terms and conditions contained in any purchase order, acknowledgment or contract submitted by SUBSCRIBER and SUBSCRIBER agrees that no other terms or conditions contained in any SUBSCRIBER document, unless signed by an authorized officer of COMPANY, whether those terms or conditions be additional to, different from, or conflicting with the terms and conditions hereof, shall be deemed included herein or agreed to by COMPANY. Neither, the failure of COMPANY to object to any communication from SUBSCRIBER, nor any performance by COMPANY shall be deemed an acceptance of any terms or conditions which are additional to, different from, or conflicting with the terms and conditions contained herein.

C. To obtain an annual inspection, it is the SUBSCRIBER's responsibility to call or write the COMPANY at the phone numbers or address listed below. Under R.S.P. or V.I.P. Plan, any part of the Security System will be repaired or replaced at COMPANY's option with a new or functionally operative part at no charge to SUBSCRIBER. SUBSCRIBER must notify COMPANY in writing or by phone at COMPANY's principal office (8220-A Stayton Drive, Jessup, MD 20794, tel. no. 877-767-1800 or 410-290-1800).

#### REPAIR PLANS (Optional)

28. Regular Service Plan (R.S.P.) and Extended Service Plan (E.S.P)

- A. Free parts and labor during regular business hours.
- B. Free parts outside regular business hours.
- C. Reduced labor rate (50%) outside regular business hours.
- D. Free monitoring changes.
- E. No additional labor charges for system additions.

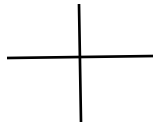
29. V.I.P. Service Plan

- A. Free 24-hour emergency service.
- B. One annual preventive maintenance inspection.
- C. Free parts and labor for service during regular business hours.
- D. Free monitoring changes.
- E. No additional labor charges for system additions.

30. A. COMPANY's regular business hours: Mon - Fri, 8:00 A.M. to 5:00 P.M (excluding holidays)

- B. Conditions not covered by R.S.P. or V.I.P. Maintenance Plans
  - I. Damage resulting from accidents, commercial power losses, surges, or brown outs, static discharge, effects of salt air, natural causes, lightning, alteration, misuse, tampering and abuse
  - II. Failure of the customer to properly close, secure or adjust a door, window, or other feature protected by the alarm system.
  - III. Failure of a customer to properly follow operating instructions.
  - IV. Trouble in subscriber communication equipment.
  - V. Scratched foil-tape and/or exterior mounted window screens.

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Initials



# EQUIPMENT LOCATIONS

Customer # \_\_\_\_\_

Customer Name

Mid Atlantic Builders 5917 Lone Oak Drive

TBW  
Initials

Builder Mid-Atlantic Builders Custom - 103

Project Custom

Lot # N/A

## First Floor

### Security

Qty	Description	Location
1	Glassbreak Detector (20' Range)	Bedroom
1	Glassbreak Detector (20' Range)	Breakfast Room
1	Glassbreak Detector (20' Range)	Dining Room
1	Glassbreak Detector (20' Range)	Family Room
1	Door Contact Switch (Included in kit)	Family Room Door
1	Door Contact Switch (Included in kit)	Front Door
1	Door Contact Switch (Included in kit)	Interior Garage Door
1	Glassbreak Detector (20' Range)	Living Room
1	IQ PRO Control Panel (Included in kit)	Mud Room

### Structured

Qty	Description	Location
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Bedroom (Dual Data/Video)
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Family Room (Dual Data/Video)

### Audio/Video

Qty	Description	Location
1	Prewire HDMI - HDMI wiring (Up to 50') (w/ Cat6-RG6) -High Speed HDMI Cable with Ethernet UL CL3 Rated (Capable of sending ONE UHD 8K/60Hz (48Gbps) CEC, ARC, Dolby ATMOS) (Does not include TV mount or installation of TV)(110 Volt Duplex Outlet Required)	Family Room Above Fireplace
1	1.5" conduit with pull string (10' max same wall from Recessed box at TV location)	Family Room for Future Frame TV

### Cameras/ Intercom/ Access/SMB

Qty	Description	Location
1	Vintage 2.8 MP Interactive White Doorbell WiFi Camera with Smart Video Analytics (HD - Utilizes existing Doorbell wiring) (Requires Vintage Interactive Video Service)	Front Door

## Second Floor

### Security

Qty	Description	Location
1	Smoke Detector (Included in kit)	Hallway

### Structured

Qty	Description	Location
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Bedroom #2 (Dual Data/Video)
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Bedroom #3 (Dual Data/Video)
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Bedroom #4 (Dual Data/Video)
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Loft (Dual Data/Video)
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Owner's Suite (Dual Data/Video)

**Basement**  
**Security**

Qty	Description	Location
1	IQ PowerG Hardwired 8- Translates 8 Hardwired Zones to 8 Wireless Zones w/ Built-In Power Supply (Max 2 per system) (Included in Kit)	Mechanical Room
1	Glassbreak Detector (20' Range)	Recreation Room
1	Passive Motion Detector (Covers 35' x 35' Area) (Included in kit)	Recreation Room
1	Door Contact Switch (Included in kit)	Recreation Room Door

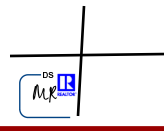
**Structured**

Qty	Description	Location
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Bedroom #5 (Dual Data/Video)
1	Double Jack CAT6 and/or RG6 (Data, Phone or Video)(110 Volt Duplex Outlet Required)	Exercise Room (Dual Data/Video)
1	1" Flex Conduit with Pull-String (Conduit run from VIS Center to exterior of home to demarcation point) (Includes quick-flash and exterior rated box) (Vintage not responsible for wires to be pulled through conduit for ISP)(Single Family and Townhome Only)	Mechanical Room
1	Router Location Wiring and/or Networking Equipment Package declined by customer. Vintage Security is not responsible for router location wiring that may be needed in future. Customer to provide Router location in home.(110 Volt Duplex Outlet Required)	Mechanical Room
1	VIS-Smart Center Kit w/Hinged Door - (4 Port TV Ethernet Adaptor - 2 Cat6 x 2 RG6 Bundle for Feeds)(Dedicated 110 Volt 20 Amp Duplex Outlet Required)	Mechanical Room

**Audio/Video**

Qty	Description	Location
1	Prewire HDMI - HDMI wiring (Up to 50') (w/ Cat6-RG6) -High Speed HDMI Cable with Ethernet UL CL3 Rated (Capable of sending ONE UHD 8K/60Hz (48Gbps) CEC, ARC, Dolby ATMOS) (Does not include TV mount or installation of TV)(110 Volt Duplex Outlet Required)	Recreation Room Above Fireplace





# *Mid-Atlantic Custom Builders Peace of Mind Warranties*

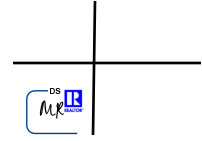
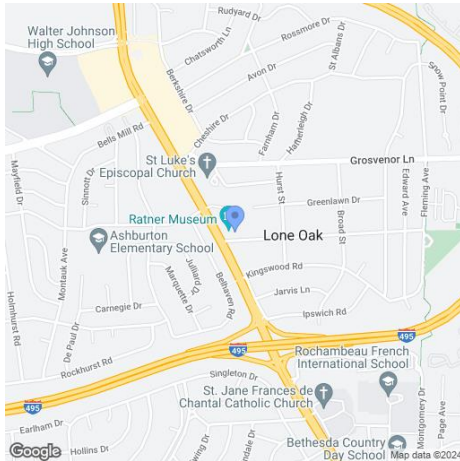
- **1 Year** Mid-Atlantic Builders General Limited Warranty
  - **2 Year** Warranty on specified portions of HVAC, electrical, plumbing, low-voltage wiring (security and audio), and fire suppression systems
    - **10 Year** RWC® Major Structural Warranty
- Manufacturer Warranties**
- **6 Year** Manufacturer Warranty on Bradford White® Water Heater
  - **10 Year** Manufacturer Warranty on Watchdog Waterproofing™ Foundation Waterproof System by Tremco®
    - **10 Year** Manufacturer Warranty on Clopay® Garage Doors
    - **30 Year** Fire Suppression Sprinkler PVC Pipe Warranty
  - **30 Year** FlowGuard Gold® Plumbing Supply Line Limited Warranty
  - **30 Year** Manufacturer Warranty on Nichiha® NichiBoard™ Smooth Lap Siding & NichiStraight™ Accent Siding
    - **50 Year** Limited LP® TopNotch® 350 Subfloor Panel Warranty
    - **Limited Lifetime** Manufacturer on Kleer® Trimboard Synthetic Exterior Trim
      - **Limited Lifetime** Manufacturer Warranty on Cabinetry
  - **Limited Lifetime** Manufacturer Warranty on CertainTeed® Landmark® Roof Shingle (Material)
  - **Limited Lifetime** Warranty on Kohler®/Sterling®, Schlage®, Therma-Tru® & Fiberglass Insulation Products

## **Andersen® Window & Door Warranty**

- **20-Year Limited** Manufacturer Warranty on Insulated Glass
- **10-Year Limited** Manufacturer Warranty on Frame and Hardware



\*Warranties subject to change. Please see Manufacturer warranty for complete up to date details.

**Client 360****5917 Lone Oak Dr, Bethesda, MD 20814-1845 Unincorporated****Tax ID 160700673092****Summary Information**

Owner:	Mid-Atlantic Custom Builders LLC	Property Class:	Residential
Owner Address:	11611 Old Georgetown Rd Fl 2	Annual Tax:	\$5,639
Owner City State:	Rockville Md	Record Date:	08/17/22
Owner Zip+4:	20852-2708	Sale Amount:	\$850,000
Owner Occupied:	Yes	Book:	66150
Owner Carrier Rt:	C081	Page:	445
		Tax Record Updated:	01/09/24

**Geographic Information**

County:	Montgomery, MD	Lot:	71
Municipality:	Unincorporated	Qual Code:	Average
High Sch Dist:	Montgomery County Public Schools	Sub District:	0
Tax ID:	160700673092	Legal Subdivision:	LONE OAK
Tax Map:	GP62		
Tax ID Alt:	0700673092		
Tax Act Num:	00673092		
City Council Dist:	07		

**Assessment & Tax Information**

Tax Year:	2023	Annual Tax:	\$5,639	Taxable Total Asmt:	\$2,152,067
County Tax:	\$4,936	Taxable Land Asmt:	\$428,400	Special Tax:	\$126
Asmt As Of:	2023	Taxable Bldg Asmt:	\$1,446,200	Refuse Fee:	\$478
		State/County Tax:	\$4,936		
				Class Code:	38

**Lot Characteristics**

SQFT:	13,600	Zoning:	R60
Acres:	0.3120	Zoning Desc:	Residential, One-Family

**Building Characteristics**

Total SQFT:	5,201	Full Baths:	5	Basement Type:	Yes (Type Unknown)
Residential Type:	Standard Unit	Total Baths:	5.0	Garage Type:	Attached
Residential Design:	2 Story	Exterior:	Siding - Alum/Viny	Gas:	Yes
Stories:	2.00	Stories Desc:	1	Sewer:	Public
Total Units:	1	Basement Desc:	Finished	Year Built:	2023
Abv Grd Fin SQFT:	3,569	Roof:	Shingle - Composite	Total Below Grade SQFT:	1,632
Below Grade Fin SQFT:	1,300	Fireplace:	Yes	Total Garage SQFT:	431
Below Grade Unfin SQFT:	332	Fireplace Type:	Direct Vented Gas	Other Amenities:	Lavatory;Wet Bar
Model:	Standard Unit	Porch/Deck SQFT:	96		
Fireplace Total:	1	Patio/Deck SQFT:	216		
Porch/Deck:	Deck	Att Grg SQFT:	60		
Patio Deck Type:	Deck	Heat Delivery:	Hot/Warm Air		
Porch Type:	1 Story Open	Property Class:	R		
Garage Const:	Frame	Code:			
Cooling:	Combined System				
Bldg Condition:	Average				
Sec 1 Construction:		Sec 1 Area:	1566	Sec 1 Story Type:	2B

Sec 1 Description:	2 Story with Basement	Sec 1 Dimensions:	
Sec 2 Construction:		Sec 2 Area:	371
Sec 2 Description:	2 Story No Basement	Sec 2 Dimensions:	
Sec 3 Construction:		Sec 3 Area:	66
Sec 3 Description:	1 Story with Basement	Sec 3 Dimensions:	
Sec 4 Construction:		Sec 4 Area:	216
Sec 4 Description:	Deck	Sec 4 Dimensions:	
Sec 5 Construction:		Sec 5 Area:	96
Sec 5 Description:	1 Story Open Porch	Sec 5 Dimensions:	

Sec 1 Type:	
Sec 2 Story Type:	2
Sec 2 Type:	
Sec 3 Story Type:	1B
Sec 3 Type:	
Sec 4 Story Type:	
Sec 4 Type:	
Sec 5 Story Type:	1
Sec 5 Type:	

**Codes & Descriptions**

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Land Use: R Residential  
County Legal Desc: LONE OAK

Use Type: 2 Story With Basement

The data on this report is compiled by BRIGHT from various public and private sources. The data on this is not a legal flood determination. Errors may exist in any field on this report, including owner's name, tax amounts, mortgage history, and property characteristics. Verify the accuracy of all data with the county or municipality.

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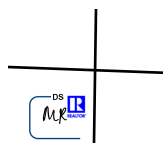
**Real Property Estimated Tax  
and Other Non-tax Charges  
a new owner will pay  
in the first full fiscal year of ownership**



<b>ACCOUNT NUMBER:</b>		00673092	
<b>PROPERTY:</b>	<b>OWNER NAME</b>	MID-ATLANTIC CUSTOM BUILDERS LLC	
	<b>ADDRESS</b>	5917 LONE OAK DR BETHESDA , MD 20814-1845	
	<b>TAX CLASS</b>	38	
	<b>REFUSE INFO</b>	Refuse Area: R Refuse Unit:	
<b>TAX INFORMATION:</b>			
<b>TAX DESCRIPTION</b>	<b>LY24 PHASE-IN VALUE<sub>1</sub></b>	<b>LY23 RATE<sub>2</sub></b>	<b>ESTIMATED FY24 TAX/CHARGE</b>
STATE PROPERTY TAX	2,290,800	.1120	\$2,565.7
COUNTY PROPERTY TAX <sub>3</sub>	2,290,800	1.0402	\$23,828.9
SOLID WASTE CHARGE <sub>4</sub>		576.9300	\$576.93
WATER QUALITY PROTECT CHG (SF <sub>4</sub>			\$126
<b>ESTIMATED TOTAL<sub>6</sub></b>			<b>\$27,097.53</b>

The following footnote references apply only if the table above has a foot number reference.

1. Phase in value comes from the data base at the Maryland Department of Assessments and Taxation <http://www.dat.state.md.us/>, Real Property Data Search. The phase in value is for the next fiscal year, if available, otherwise the phase in value is for current fiscal year.
2. Tax rates come from the current property tax bill, which also may include several non-tax charges, at the web page of the County Government's Department of Finance: <https://www.montgomerycountymd.gov/finance>. Look for a link to "Pay or view your property tax bill on line".
3. County Property Tax is the sum of the General Fund tax and several special fund taxes.
4. All non-tax charges (for example Solid Waste, Water Quality Protection, Bay Restoration Fund, WSSC) are the charges in the current fiscal year. These charges may be different in the next fiscal year.
5. This property is located in an **existing** development district. Each year a special development district assessment must be paid. Effective every July 1st, the rate will change based on changes in the property assessment and debt service requirements. More information is available in the FAQ section of this website.
6. You must update the estimate for the property taxes and other non-tax charges
  - a. Every July 1, because the tax rates, phase-in values, and other non-tax charges will or may change; AND ALSO
  - b. In early January if the calculation used the phase-in value for the current fiscal year instead of the phase-in value for the next fiscal year, because SDAT had not yet specified the phase in value for the next fiscal year. This occurs in the period July 1 - early January in the third year of the three year assessment cycle.
7. This property is located in a **proposed** development district. At some date in the future, development district taxes may be levied to pay debt service on bonds issued to build infrastructure in the district. It is important that property owners recognize that this additional tax may be levied in the future. The rate indicated above is an estimate and will change once the district is created and bonds are issued. More information is available in the FAQ section of this website.
8. The Proposed Estimated Total includes all actual and proposed taxes and non-tax charges relative to this property.
9. This is a one time charge assessed against this property and is not an annual fee. It should be paid before the property is sold and will remain due until paid.



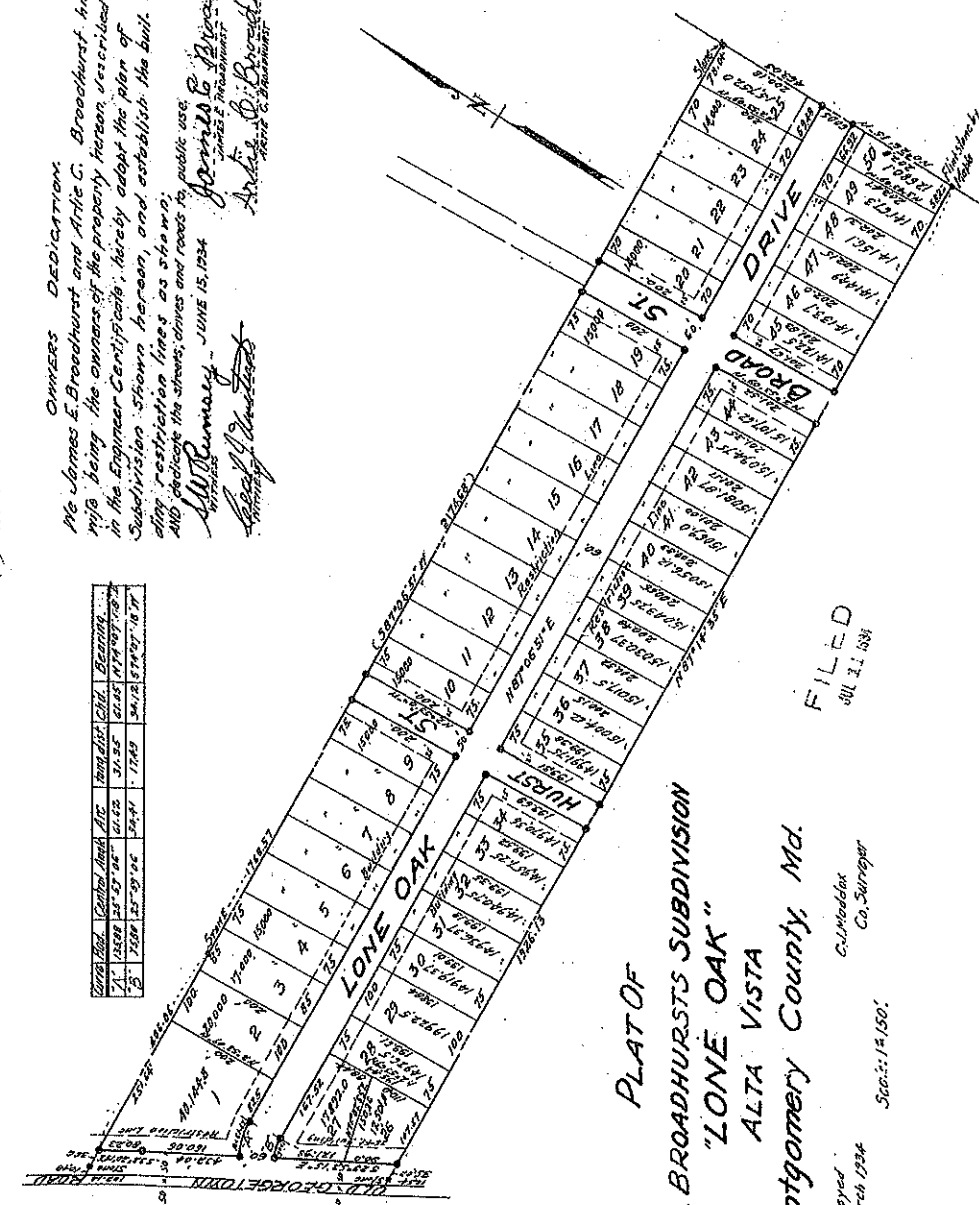
Plot No. 1496

**ENGINEERS' CERTIFICATE**

I Charles J. Meador hereby certify that the plat herein delineated is correct  
 That it is a subdivision of part of a tract of land called "Dan" containing 22 acres of land more or less conveyed by Edward C. Stalwagen and wife to James E. Broadhurst and wife the 18th day of November 1919 and recorded in Liber No 208 of folios 915 &c. one of the land records of Montgomery County, Maryland.  
 THAT stakes marked thus \* and iron pipes marked thus o have been placed as shown  
 June 15th 1934  
 Charles J. Meador  
 County Surveyor

**OWNERS' DEDICATION**  
 We James E. Broadhurst and Arlie C. Broadhurst, Inc. being the owners of the property herein described in the Engineer Certificate, hereby adopt the plan of Subdivision shown thereon, and establish the building restriction lines as shown,  
 and dedicate the streets, drives and roads to public use.  
 W. Ramsey  
 June 15, 1934  
 James E. Broadhurst  
 Arlie C. Broadhurst  
 Inc.

Lot No.	Area	Area	Area	Area
1	12.00	12.00	12.00	12.00
2	12.00	12.00	12.00	12.00
3	12.00	12.00	12.00	12.00
4	12.00	12.00	12.00	12.00
5	12.00	12.00	12.00	12.00
6	12.00	12.00	12.00	12.00
7	12.00	12.00	12.00	12.00
8	12.00	12.00	12.00	12.00
9	12.00	12.00	12.00	12.00
10	12.00	12.00	12.00	12.00
11	12.00	12.00	12.00	12.00
12	12.00	12.00	12.00	12.00
13	12.00	12.00	12.00	12.00
14	12.00	12.00	12.00	12.00
15	12.00	12.00	12.00	12.00
16	12.00	12.00	12.00	12.00
17	12.00	12.00	12.00	12.00
18	12.00	12.00	12.00	12.00
19	12.00	12.00	12.00	12.00
20	12.00	12.00	12.00	12.00
21	12.00	12.00	12.00	12.00
22	12.00	12.00	12.00	12.00



**PLAT OF**  
**JAMES E. BROADHURST'S SUBDIVISION**  
**"LONE OAK"**  
**ALTA VISTA**  
**Montgomery County, Md.**

Surveyed  
 March 1934  
 C. W. Meador  
 Co. Surveyor

FILED  
 JUL 11 1934

MONTGOMERY COUNTY PLANNING COMMISSION  
 Approved: July 25, 1934  
 Charles J. Meador  
 County Surveyor

MONTGOMERY COUNTY SURVEY DISTRICT  
 APPROVED - JUNE 19, 1934  
 W. Ramsey  
 District Surveyor

15911-1099  
 THIS RECORD APPROVED