



Office: Potomac/Cabin John Sales  
 Address: 7719 Tuckerman Lane  
Potomac, MD 20854  
 Phone: (301) 469-4700

### SELLER HOME WARRANTY DISCLOSURE

Property Address: 11410 Palace Circle  
 (Street)  
Germantown, MD 20876  
 (City/State/Zip)

MONTGOMERY  
 (County)

#### Selling your Home with a Home Warranty

A Home Warranty is a residential service agreement that provides for the repair or replacement of a home's covered mechanical systems and major appliances that break down due to normal wear and tear. It can offer you protection while your home is for sale, and may make your home more attractive to potential buyers. A seller offering a Home Warranty may receive offers that otherwise would not have been made.

Having a Home Warranty in effect while the home is for sale may protect you against costly repairs, and may help to avoid conflicts over a malfunctioning warranted item that could affect or delay your settlement. Additionally, the warranty may be passed on to the buyer for a period of one year from the date of settlement, depending on the terms of the particular agreement.

Typical components a Home Warranty could cover (depending on warranty provider) may include:

- Air Conditioning
- Door Bell Chimes
- Garbage Disposal
- Hot Water Heater
- Ceiling Fans
- Trash Compactor
- Central Vacuum
- Electrical Systems
- Garage Door Opener
- Microwave (built-in)
- Plumbing System
- Washer/Dryer
- Dishwasher (built-in)
- Faucets
- Heat
- Oven/Range
- Refrigerator
- Water Softener

Long & Foster encourages its sellers to obtain a Home Warranty and to that end, we can make available various brochures and product descriptions for you to review so that you can make an informed decision regarding Home Warranty coverage.

After having read the foregoing, we hereby acknowledge that a Long & Foster sales associate has made available to us certain information concerning Home Warranty Programs. We understand that we may choose to accept or decline any or all of the programs presented to us.

I am interested in Home Warranty coverage

Decline Home Warranty

Dianne Mc Joseph 12/17/09  
 Seller Date

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

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





## AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

**For Agent Use:**

Agent Name:

ElaineKoch

First

Last

Office Name: Potomac/Cabin John SalesPlease Check One:  Buyer  SellerTo (Client's Name): Diane McGonegal

Client Phone Number(s): Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

Property Address: (Street) 11410 Palace Circle (City) Germantown (State) MD (Zip) 20876From: Long & Foster Real Estate, Inc. MLS #: \_\_\_\_\_ Email: \_\_\_\_\_Property Type (check one):  Single-family  Townhouse  Condo  Co-op  Multi-family  Lot / Land

In connection with the sale and purchase of this property, you may need to obtain certain settlement services. This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster") has business relationships (e.g., direct or indirect ownership interests, joint ventures and/or contractual relationships including marketing agreements and/or office leases) with the following mortgage, title, closing, and insurance service providers:

## Lenders for mortgage financing:

**Prosperity Mortgage Company ;  
Walker Jackson Mortgage Corporation**

## To close your purchase or sale and/or for title insurance:

<b>RGS Title and/or its affiliate Mid-States Title of Virginia LLC</b>	<b>(VA, MD, DC, DE, PA)</b>
<b>Brennan Title Company and/or its affiliate Positive Title LLC</b>	<b>(VA, MD, DC, DE)</b>
<b>MBH Settlement Group LC and/or its affiliate Eastern Title LLC</b>	<b>(VA)</b>
<b>Sage Title Group, LLC</b>	<b>(VA, MD, DC, DE)</b>
<b>Settlement Professionals, LLC</b>	<b>(VA, MD, DC, DE)</b>
<b>Bon Air Title and/or its affiliate Bon Air/Long &amp; Foster Title Agency LLC</b>	<b>(Richmond)</b>
<b>Shaheen &amp; Shaheen and/or its affiliate Long &amp; Foster Great American Title LLC</b>	<b>(Hampton Roads)</b>
<b>Shaffer Title &amp; Escrow Inc. and/or its affiliate Long &amp; Foster Shaffer Title Services LLC</b>	<b>(Hampton Roads)</b>
<b>Homestead Settlement Services LLC and/or its affiliate Mid-States Title of Roanoke LLC</b>	<b>(Southwest VA)</b>
<b>Sage Title Group, LLC doing business as Mid-States Title of Southwest Virginia LLC</b>	<b>(Southwest VA)</b>
<b>Trump &amp; Trump and/or its affiliate Long &amp; Foster of WV Title Insurance Agency LLC</b>	<b>(WV)</b>
<b>Long &amp; Foster Settlement Services LLC</b>	<b>(Philadelphia / NJ)</b>
<b>Sage Title Group, LLC doing business as Sage Settlement Group</b>	<b>(PA)</b>

## For insurance, including property, hazard, and flood:

**Long & Foster Insurance Agency, Inc.**

As a result of these relationships, referrals to any of the above-listed entities may provide Long & Foster (and/or any of its subsidiaries or affiliates) with a financial or other benefit.

Set forth below are estimated charges or a range of charges for the settlement services listed. You are **NOT** required to use the listed providers as a condition for purchase of the subject property. **THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

### LENDER CHARGES

PROSPERITY MORTGAGE COMPANY and WALKER JACKSON MORTGAGE CORPORATION charge fees which may include discount points, an origination fee, and/or a Yield Spread Premium (YSP), which accompany the interest rate you choose and which are listed as percentages of the loan amount. There may be other lender fees that are charged as flat dollar amounts. Estimated ranges for these charges are provided below. Please consult with your lender for a list of applicable charges.

Discount Points: 0% - 4%      Origination Fee: 0% - 1%      YSP: 0% - 4%

Application Fee: \$0 - 1,500      Commitment Fee: \$0 - 150      Processing Fee: \$0 - 395      Underwriting Fee: \$0 - 199



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**Home Owners Association – Sellers Disclosures and Transmittal of Documents to Buyer for Resale Homes in Maryland**  
*(Required for the resale of all properties with a mandatory home owners association)*

The contract of sale dated \_\_\_\_\_ Address 11410 Palace Circle  
Subdivision: \_\_\_\_\_  
City Germantown, Maryland, Zip 20876  
From Seller Diane McGonegal  
To Buyer \_\_\_\_\_

is hereby amended by the incorporation of this Addendum, which shall supersede any provision to the contrary in this contract

**Pursuant to §11B-106(b) of the Maryland Homeowners Association Act, the Seller hereby certifies that as of the date hereof, except as herein stated:**

- 1. **NAME OF HOME OWNERS ASSOCIATION:** The Lot, which is the subject of this Contract, is located within a Development and is subject to the \_\_\_\_\_ Homeowners Association.
- 2. **CURRENT FEES:** The status of the fees or assessments imposed by the Homeowners Association (HOA) against the above referenced Lot is as follows:

Current Monthly Fee or Assessment	\$ _____
Delinquent Fees or Assessments _____ Months	\$ _____
Other Charges Due: _____	\$ _____
Total due HOA as of _____	\$ _____

If none are delinquent, please so state. \_\_\_\_\_

- 3. **FEES DURING PRIOR FISCAL YEAR:** The total amount of fees, assessments and other charges imposed by the HOA upon the Lot during the prior fiscal year of the HOA is as follows:

Fees:	\$ _____
Assessments:	\$ _____
Other Charges:	\$ _____
Total:	\$ _____

*see attached documents.*

- 4. **MANAGEMENT AGENT:** The name, address and phone number of the management agent for the HOA is as follows:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

[OR] The HOA presently does not employ a management agent. If None, please check

- 5. **AUTHORIZED PERSONS:** The following person(s) is (are) authorized by the HOA to provide to the public information regarding the HOA and the Development.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

[OR] No agent or officer is presently authorized by the HOA to provide to the public information regarding the HOA and the Development. If None, please check

**6. SELLERS KNOWLEDGE OF UNSATISFIED JUDGMENTS OR LAWSUITS:** The Seller has no actual knowledge of any unsatisfied judgments, or pending lawsuits against the Homeowners Association, except as noted:

**7. SELLERS KNOWLEDGE OF PENDING CLAIMS, COVENANT VIOLATIONS OR DEFAULT:** The Seller has no actual knowledge of any pending claims, covenant violations actions or notices of default against the Lot, except as noted:

**8. HOA DOCUMENTS ATTACHED TO THIS DISCLOSURE:** Attached is a copy of:  
A. The Articles of Incorporation, the Declaration, and all recorded covenants and restrictions of the Primary Development, and of other related developments to the extent reasonably available, to which the Purchaser shall become obligated on becoming an owner of the Lot, including a statement that these obligations are enforceable against an owner's tenants, if applicable; and  
B. The Bylaws and Rules of the Primary Development, and of other Related Developments to the extent reasonably available, to which the Purchaser shall become obligated on becoming an owner of the Lot, including a statement that these obligations are enforceable against an owner and the owner's tenants, if applicable.

The obligations described in subparagraphs 8A and 8B above are enforceable against an owner and the owner's tenants, if applicable.

NOTE: The requirements of Section 11B-106(b) shall be deemed to have been fulfilled if the information required to be disclosed is provided to the Buyer in writing in a clear and concise manner. The disclosures may be summarized or produced in any collection of documents, including plats, the Declaration, or the organizational documents of the Homeowners Association, provided those documents effectively convey the required information to the Buyer.

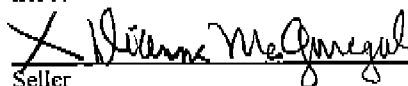
**9. NOTICE TO SELLER REGARDING OBLIGATIONS TO NOTIFY THE HOA:** WITHIN THIRTY (30) CALENDAR DAYS OF ANY RESALE TRANSFER OF A LOT WITHIN A DEVELOPMENT, THE TRANSFEROR [SELLER] SHALL NOTIFY THE HOMEOWNERS ASSOCIATION FOR THE PRIMARY DEVELOPMENT OF THE TRANSFER. THE NOTIFICATION SHALL INCLUDE, TO THE EXTENT REASONABLY AVAILABLE, THE NAME AND ADDRESS OF THE TRANSFEROR [SELLER], THE DATE OF TRANSFER, THE NAME AND ADDRESS OF ANY MORTGAGEE, AND THE PROPORTIONATE AMOUNT OF ANY OUTSTANDING HOMEOWNERS ASSOCIATION FEE OR ASSESSMENT ASSUMED BY EACH OF THE PARTIES TO THE TRANSACTION.

**10. SELLERS OBLIGATIONS AND BUYERS RIGHTS IN THE EVENT OF CHANGES:**  
The Seller is required to provide the Buyer with notice of any changes in mandatory fees exceeding ten percent (10%) of the amount previously stated to exist and copies of any other substantial and material amendments to the above disclosures after they become known to the Seller.  
Any Buyer may, within three (3) calendar days following receipt by the Buyer of such amendment which adversely affects the Buyer, cancel in writing the contract subject to the provisions of §11B-108 of the Maryland Homeowners Association Act.

**11. SELLERS ACKNOWLEDGMENT: THE DOCUMENTS WERE PROVIDED BY AND ALL INFORMATION HEREIN WAS COMPLETED BY THE SELLER.**  
The information contained in this Addendum issued pursuant to Section 11B-106(b) of the Maryland Homeowners Association Act is based on the Seller's actual knowledge and belief and is current as of the date hereof.

**12. RIGHT TO CANCEL:** Buyer will have the right to cancel this contract without penalty, at any time within five (5) calendar days following acceptance by the Buyer of these Disclosures and Documents. However, once the sale is closed, Buyer's right to cancel this contract is terminated.

**Buyer hereby acknowledges receipt of the foregoing disclosures and copies of all documents described in Paragraph 8 hereof.**

  
\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time am or pm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time am or pm



### MARYLAND LISTING ADDENDUM

This Addendum dated 12/17/09 between Diane McGonegal ("Owner") and Long & Foster Real Estate, Inc. ("Broker"), is part of an Exclusive Right to Sell Listing Agreement.

1. **INTRA-COMPANY AGENT REPRESENTATION.** When the Buyer and Seller are each represented by sales associates of the Broker, the Broker is a dual agent. Dual agency is permitted only when disclosed and with the knowledge and written consent of both parties. Sales associates assigned by the Broker as intra-company agents for Seller or Buyer, respectively, may continue to provide the same services that a seller's or buyer's agent can provide.

**Check Here:**  The Owner consents to disclosed dual agency and intra-company agent representation.

2. **MINISTERIAL ACTS.** The Broker and sales associates of Broker may perform ministerial acts which are those acts that assist another person to complete or fulfill a sale or lease with the client of the Broker and sales associate and which do not involve discretion or exercise of Broker and sales associate's own judgment.

3. **OTHER TERMS** Owner or Broker may cancel this Agreement with 30 days written notice to the other party. However, if Owner enters into a Contract of Sale with buyer who was shown the property during the time the property was listed with Broker, then the Exclusive Right to Sell Listing Agreement shall remain in full force and effect with respect to the transaction. Owner acknowledges that Broker's company policy provides for the payment of a monetary bonus to Broker's sales associates for the sale of property listed with Broker.

Except as modified by this Addendum, all terms of the Exclusive Right to Sell Listing Agreement are in full force and effect.

Date \_\_\_\_\_

Name *Diane McGonegal*  
(Seller)

Name \_\_\_\_\_  
(Seller)





## Montgomery County Jurisdictional Addendum to the Listing Agreement for Improved Real Property

Property Address: 11410 Palace Circle Unit: \_\_\_\_\_

Subdivision/Project: \_\_\_\_\_

City: Germantown State: MD Zip: 20876

Known as Lot(s) \_\_\_\_\_ Block/Square: \_\_\_\_\_ TaxID# \_\_\_\_\_

Parking Space(s) # \_\_\_\_\_ Storage Unit(s) #: \_\_\_\_\_

Date: 12/17/09

### 1. Agency:

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

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

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

**3. Transfer and Recordation Fees:** There are three taxes payable in Montgomery County when a Deed is recorded: 1) the State Recordation Tax; 2) the State Transfer Tax and 3) the Montgomery County Transfer Tax.

Maryland law requires that the cost of these three taxes shall be paid as follows:

- A. If Buyer is not a first time Maryland home buyer\*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.
- B. If Buyer is a first time Maryland home buyer\*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the contract.
- C. If Buyer is a first time Maryland home buyer\*, Maryland law states that the rate of the State Transfer Tax is reduced to ¼% of the sales price and shall be paid by the Seller.

\*Under Maryland Code §14-104, a first time Maryland home buyer is defined as a Buyer who will occupy the property as a principal residence.

**4. Maryland Non Resident Seller Transfer Withholding Tax Disclosure:** Seller acknowledges, pursuant to Section 10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is:



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- 1) a non-resident individual of the State of Maryland or is
- 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to:
  - a) 7.5% of the total payment to a non-resident individual(s) Seller; or
  - b) 8.25% of the total payment to a non-resident entity Seller.

UNLESS each Seller:

- 1) Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; OR
- 2) Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (NOTE: If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks) OR
- 3) Has satisfied the tax liability or has provided adequate security to cover such liability; OR
- 4) Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence.

As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total Payment" includes the fair market value of any property transferred to the Seller.

**5. Receipt Of Information And Completion Of Disclosures:**

Seller acknowledges Seller's receipt of and/or completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

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

Seller/Owner Dianne Mc Gregor  
(indicate if sole owner)

Date 12/17/09

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

Date \_\_\_\_\_



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Office: Potomac/Cabin John Sales
Address: 7719 Tuckerman Lane
Potomac, MD 20854
Phone: (301) 469-4700

SHORT SALE LISTING ADDENDUM

This is an addendum to the [X] Residential Listing Agreement, [ ] Other
dated 12/17/09 between Long & Foster Real Estate, Inc. ("Broker")
and Diane McGonegal ("Seller")

for Property known as: 11410 Palace Circle Germantown, MD 20876 ("Property")

SHORT SALE DEFINED: The term "short sale" is used to describe a transaction in which the Seller's proceeds are less than necessary to pay off the outstanding balance of liens secured by the Property. Examples of such liens include a mortgage, deed of trust, home equity line of credit, tax claims, HOA/condo fees, and judgments. As such, short sales are subject to agreement by the lienholder(s) ("Creditors") to accept the net proceeds of the sale as full payment for the underlying debt. Seller is advised that there may be disadvantages to a short sale.

SHORT SALE CONSIDERATIONS

A. Credit Considerations: A short sale may adversely affect the Seller's credit score. Further, even if the Creditors agree to a short sale, the Creditors may not agree to forgive the debt entirely, and may require the Seller to pay the difference as a personal obligation. If the loan is insured by the FHA or guaranteed by the VA, the Seller may be required by these entities to pay the difference. Seller is advised to consult independent legal counsel regarding the advisability of entering into a short sale agreement.

B. Tax Considerations: A short sale in which a portion of the debt is forgiven may be considered a relief of debt and may be treated as income for tax purposes. Seller is advised to obtain professional tax advice regarding the advisability of entering into a short sale agreement.

C. Lender/Creditor Considerations: Seller acknowledges that a short sale is subject to lender (creditor) approval; lender is not obligated to accept a short sale. Creditor(s) may impose conditions prior to consideration or approval of a short sale, such as obtaining a new appraisal, or requiring Seller to demonstrate hardship or provide copies of tax returns, pay stubs, assets, or other financial information. Creditor(s) may inform the IRS or credit reporting companies of the payment shortage. Broker has no control over creditor (s) decisions. Seller agrees to hold Broker harmless for acts or omissions of Seller's Creditors.

D. Other Options: Seller acknowledges that there may be options other than a short sale, such as loan modification, revised repayment plan, refinance, or entry into a lender's loan mitigation program, if available. Seller is advised to explore options with Creditors.

SELLER COOPERATION: Seller agrees to cooperate with Broker and Creditors to obtain information regarding the amount owed on the Property, including but not limited to, purchase money and home equity loans, homeowner's association fees, judgments, and tax obligations. Seller shall complete all necessary Creditor Authorization and Release Forms, as required by Creditors.

OBTAINING CREDITOR APPROVAL: Obtaining Creditors' approval of a short sale involves documentation similar to that required for the original loan application. The Seller must generally establish that the Seller is financially incapable of paying the loan(s). The Seller agrees to promptly submit to Creditors all requested documentation, including W-2 forms from employers, bank statements, tax returns, "hardship letter" (stating the reason the creditor(s) should consider granting a short sale) and other requested financial documents outlining income and debt. The Seller acknowledges that it may take weeks or months to obtain creditor(s) approval of a short sale, if approved at all. Seller agrees to grant Creditors permission to communicate directly with Broker.

BROKER COMPENSATION: Seller acknowledges that Creditors may not approve the brokerage fee stated in this agreement. If the Creditors do not approve said brokerage fee, then the compensation offered to the Buyer's Broker/Cooperating Broker/Subagent, as applicable, may be reduced or re-negotiated.

MLS DISCLOSURE: SELLER AUTHORIZES BROKER TO DISCLOSE AS A "SHORT SALE" IN THE MULTIPLE LISTING SERVICE.

SELLER ACKNOWLEDGES THAT BROKER CANNOT PROVIDE LEGAL, TAX OR FINANCIAL ADVICE. BROKER MAY FACILITATE THE TRANSACTION THROUGH COMMUNICATION WITH SELLER'S CREDITORS, HOWEVER BROKER WILL NOT NEGOTIATE THE TERMS AND CONDITIONS OF THE SHORT SALE ON BEHALF OF THE SELLER. SELLER OR SELLER'S LEGAL/FINANCIAL REPRESENTATIVE IS SOLELY RESPONSIBLE FOR NEGOTIATING THE PAYOFF OF DEBTS. SELLER AGREES TO HOLD HARMLESS BROKER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM ANY LIABILITY THAT MAY ARISE FROM BROKER'S FACILITATION OF THIS TRANSACTION.

Dianne McGonegal 12/17/09
Seller/Owner Date

[Signature] 12/17/09
Broker/Supervising Manager Date

\_\_\_\_\_  
Seller/Owner Date





### MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT

(Use with contracts for the sale of property constructed prior to 1979)

RE: 11410 Palace Circle Germantown, MD 20876  
Property Address

#### DISCLOSURE

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

Seller to check applicable statement(s) :

a)  Seller has the following outstanding risk reduction obligations:

\_\_\_\_\_

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

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

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

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

#### NOTICE

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

Diane McQueen 12/17/09  
Seller Date Seller Date

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

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





### Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: 11410 Palace Circle

Germantown, MD 20876

#### PART I. Inclusions/Exclusions Disclosure

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

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

#### OTHER

#### AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems:

#### LEASED ITEMS

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

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

Seller Diane McGonegal Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_

#### PART II. Inclusions/Exclusions Addendum

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

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

Seller Diane McGonegal Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_





### MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 11410 Palace Circle Germentown, MD 20876  
Legal Description: \_\_\_\_\_

#### NOTICE TO SELLER AND PURCHASER

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

- 10-702. EXEMPTIONS. - The following are specifically excluded from the provisions of Sections 10-702:
1. The initial sale of single family residential property:
    - A. that has never been occupied, or
    - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale.
  2. A transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(11) of the Tax-Property Article and options to purchase real property under Subsection 13-207(12) of the Tax-Property Article;
  3. A sale by a lender, or an affiliate or subsidiary of a lender, that acquired the real property by foreclosure or deed in lieu of foreclosure.
  4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
  5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; or
  6. A transfer of single family Residential Real Property to be converted by the buyer into use other than residential use or to be demolished.
  7. A sale of unimproved real property.

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

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

#### MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

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

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

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

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

Water Supply	<input type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other	_____
Sewage Disposal	<input type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for	_____	(# bedrooms)
Garbage Disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity _____	Age _____ <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:

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

COMMENTS: \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown

Type of roof \_\_\_\_\_ Age: \_\_\_\_\_

Is there any existing fire retardant treated plywood?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

4. Other Structural Systems, including Exterior Walls and Floors:

COMMENTS: \_\_\_\_\_

Any Defects (structural or otherwise)?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms?  Yes  No  Unknown  Does Not Apply

COMMENTS: \_\_\_\_\_

Is the system in operating condition?  Yes  No  Unknown  Does Not Apply

COMMENTS: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?

Yes  No  Unknown

COMMENTS: \_\_\_\_\_

Will the smoke detectors provide an alarm in the event of a power outage?

Yes  No  Does Not Apply

COMMENTS: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply

When was the system last pumped? Date: \_\_\_\_\_  Unknown

COMMENTS: \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

Home Water Treatment System:  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

Fire Sprinkler System:  Yes  No  Unknown  Does Not Apply

COMMENTS: \_\_\_\_\_

Are the systems in operating condition?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

11. Insulation:

In exterior walls?  Yes  No  Unknown

In ceiling/attic?  Yes  No  Unknown

In any other areas?  Yes  No  Unknown Where? \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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

Yes  No  Unknown

COMMENTS: \_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

Any treatments or repairs?  Yes  No  Unknown  
Any warranties?  Yes  No  Unknown

COMMENTS: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?

Yes  No  Unknown

If yes, specify below.

COMMENTS: \_\_\_\_\_

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

Yes  No  Unknown

COMMENTS: \_\_\_\_\_

16. Are there any zone violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?

Yes  No  Unknown

If yes, specify below.

COMMENTS: \_\_\_\_\_

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

COMMENTS: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association?  Yes  No  Unknown If yes, specify below.

COMMENTS: \_\_\_\_\_

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

Yes  No  Unknown

COMMENTS: \_\_\_\_\_

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

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

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

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

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

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

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

### MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

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

Owner *Deanne McQuigal* Date *12/17/09*  
Owner \_\_\_\_\_ Date \_\_\_\_\_

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

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

*"as is Sale"*





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

For the sale of Property at: 11410 Palace Circle Germantown, MD 20876  
Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY THAT (each Seller initial ONE of the following and state Year Constructed):

- DDM \_\_\_\_\_ Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.) Year Constructed: \_\_\_\_\_
- \_\_\_\_\_ Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
- \_\_\_\_\_ Seller is unable to represent and warrant the age of the property. (If Initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

#### Lead Warning Statement

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

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

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

b. Records and reports available to the Seller (initial and complete (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f below)

c. \_\_\_\_\_ Purchaser has read the Lead Warning Statement above.

d. \_\_\_\_\_ Purchaser has received copies of all information listed above.  (if none listed, check here.)

e. \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser initial (i) or (ii) below):

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

(ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

g. \_\_\_\_\_ Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4652d and is aware of his/her responsibility to ensure compliance.

#### V. Certification of Accuracy

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

X Dianne Mc Gregor 12/17/09  
Seller Date

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

[Signature] \_\_\_\_\_  
Seller Date

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

[Signature] 12/17/09  
Agent Date

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





STATE OF MARYLAND  
REAL ESTATE COMMISSION

## Understanding Whom Real Estate Agents Represent

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

### Agents Who Represent the Seller

**Seller's Agent:** A seller's agent works for the real estate company that lists and markets the property for the sellers, or landlords, and exclusively represents the sellers or landlords. That means that he or she may assist the buyer or tenant in purchasing or renting the property, but his or her duty of loyalty is only to the sellers or landlords. The seller pays the seller's agent's fee as specified in a written listing agreement.

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

### Agents Who Represent the Buyer

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

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

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

### Dual Agents

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

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







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.")*

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

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

### When Dual Agency May Occur

The possibility of dual agency arises when:

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

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

### Your Choices Concerning Dual Agency

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

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



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

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

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

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

### How Dual Agents are Paid

Only the dual agent receives compensation on the sale of a property listed by that company. If a financial bonus is offered to an agent who sells property that is listed with his company, this fact must be disclosed in writing to both the buyer and seller.

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have Long & Foster Real Estate, Inc. act as dual agent for me as the:  
(Firm Name)

seller in the sale of the property at: 11410 Palace Circle Germantown, MD 20876

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

X Dianne McQueen 12/17/09  
Signature Date

[Signature] \_\_\_\_\_  
Signature Date

#### AFFIRMATION

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

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

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

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

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

11410 Palace Circle  
Germantown, MD 20876  
Property Location

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





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

ADDENDUM # \_\_\_\_\_ dated 12/19/09 to the Contract of Sale dated 12/17/09  
 between Buyer \_\_\_\_\_  
 and Seller Diane McGonegal,  
 for Property known as 11410 Palace Circle, Germantown, MD 20876

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

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

- (A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:
- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
  - (ii) Insulation;
  - (iii) Structural systems, including the roof, walls, floors, foundation and any basement; Plumbing, electrical, heating, and air conditioning systems;
  - (iv) Infestation of wood-destroying insects;
  - (v) Land use matters;
  - (vi) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
  - (vii) Any other material defects, including latent defects, of which the seller has actual knowledge; and
  - (ix) Whether the smoke detectors will provide an alarm in the event of a power outage; and
  - (x) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

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

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

**OR**

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



LF110



10/07

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

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

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

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

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

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

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

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

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

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

_____	_____	<i>Deanne McGee</i>	<i>12/17/09</i>
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	<i>[Signature]</i>	_____
Buyer's Signature	Date	Seller's Signature	Date
_____	_____	<i>[Signature]</i>	<i>12/17/09</i>
Agent's Signature	Date	Agent's Signature	Date

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

The Contract of Sale dated \_\_\_\_\_, Address 11410 Palace Circle,  
City Germantown, State MD Zip 20876 between  
Seller Diane McGonegal and  
Buyer \_\_\_\_\_ is  
hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

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

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

**General Information:**

The content in this form is not all-inclusive. 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.

- **Montgomery County Government**, 101 Monroe Street, Rockville, MD, 20850. Main Telephone Number: 240-777-1000. Web site: [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov)
- **Maryland-National Capital Area Park and Planning Commission (M-NCPPC)**, 8787 Georgia Avenue, Silver Spring, MD, 20910. Main number: 301-495-4600. Web site: [www.mc-mncppc.org](http://www.mc-mncppc.org)
- **City of Rockville**, City Hall, 111 Maryland Ave, Rockville, MD 20850. Main telephone number: 240-314-5000. Web site: [www.rockvillemd.gov](http://www.rockvillemd.gov)

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

- **Existing Water and Sewer Service:** Refer to the Seller's Water Bills or contact WSSC at 301-206-4001 or City of Rockville at 240-314-8420.
- **Well and Septic Locations:** Contact the Department of Permitting Services "DPS", Well and Septic, at 240-777-6320, fax 240-777-6314 or [gene.vongunten@co.mo.md.us](mailto:gene.vongunten@co.mo.md.us). For septic field location for homes constructed prior to 1978, request an "as built" drawing using DPS's "Septic System Location Application" form. Homes built prior to 1960 may be filed on microfiche, and, if outside a subdivision, the name of the original owner may be required. An original owner's name can be found among the Land Records at the County Courthouse. Allow two weeks for the "as built" drawing.
- **Categories:** To confirm service area category, contact the Montgomery County Department of Environmental Protection ("DEP") Watershed Management Division, Alan Soukop at 240-777-7716 or [alan.soukop@co.mo.md.us](mailto:alan.soukop@co.mo.md.us) or fax request to 240-777-7715.



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GCAAR # 900 - REA Disclosure  
(Previously form # 1302)

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1/2009 (Edited 1/26/09)

**A. Water:** Is the Property connected to public water?  Yes  No  
 If no, has it been approved for connection to public water?  Yes  No  Do not know  
 If not connected, the source of potable water, if any, for the Property is: \_\_\_\_\_

**B. Sewer:** Is the Property connected to public sewer system?  Yes  No  
 If no, answer the following questions:  
 1. Has it been approved for connection to public sewer?  Yes  No  Do not know  
 2. Has an individual sewage disposal system been constructed on Property?  Yes  No.  
 Has one been approved for construction?  Yes  No.  
 Has one been disapproved for construction?  Yes  No  Do not know.  
 If no, explain: \_\_\_\_\_

**C. Categories:** The water and sewer service area category or categories that currently apply to the Property is/are (if known) \_\_\_\_\_. This category affects the availability of water and sewer service as follows (if known) \_\_\_\_\_.

**D. Recommendations and Pending Amendments (if known):**  
 1. The applicable master plan contains the following recommendations regarding water and sewer service to the Property: \_\_\_\_\_  
 2. The status of any pending water and sewer comprehensive plan amendments or service area category changes that would apply to the Property: \_\_\_\_\_

**E. Well and Individual Sewage System:** When a Buyer of real property that is located in a subdivision on which an individual sewage disposal system has been or will be installed receives the copy of the recorded subdivision plat, the Buyer must confirm in writing by signing said Plat that the Buyer has received and reviewed the Plat, including any restrictions on the location of initial and reserve wells, individual sewage disposal systems, and the buildings to be served by any individual sewage disposal system. By signing below, the Buyer acknowledges that, prior to signing the Contract, the Seller has provided the information referenced above, or has informed the Buyer that the Seller does not know the information referenced above; the Buyer further understands that, to stay informed of future changes in County and municipal water and sewer plans, the Buyer should consult the County Planning Board or any appropriate municipal planning or water and sewer agency.

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

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

**A. Private Utility Company:** Are there any annual or semi-annual assessments paid to private companies that provided or financed utility installation?  Yes  No. If yes, the Buyer agrees to assume the future obligations and pay pay future annual assessments in the amount of \$ 100.00 for remaining years to \_\_\_\_\_ (name of company).

**B. Washington Suburban Sanitary Commission (WSSC) or Local Jurisdiction:**  
 Are there any deferred water or sewer charges for which the Buyer may become liable which do not appear on the attached property tax bill?  Yes  No. If yes,  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. (Check applicable box).

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

Buyer's acknowledgment \_\_\_\_\_ (initials)

**3. HOMEOWNER'S ASSOCIATION, CONDOMINIUM ASSOCIATION OR COOPERATIVE ASSOCIATION**

**ASSESSMENTS:** The Property is located in a  Homeowners Association with mandatory fees (HOA), or  Condominium Association or  Cooperative or  Not Applicable. Check as appropriate.

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Name of Project/Subdivision: \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Management Company: \_\_\_\_\_  
 Regular Periodic Fee: \$ 10.40 per month. Special Assessments: \$ \_\_\_\_\_. Are there any assessments or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment:

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

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

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

A. Existing water resources, or other environmental features directly relating to those water resources, are of high quality or are unusually sensitive;

B. Proposed land uses would threaten the quality or preservation of those resources or features in the absence of special water quality protection measures which are closely coordinated with appropriate land use controls.

An SPA may be designated in:

- (1) a land use plan;
- (2) the Comprehensive Water Supply and Sewer System Plan;
- (3) a watershed plan; or
- (4) a resolution adopted after at least fifteen (15) days' notice and a public hearing.

The Buyer acknowledges by signing this disclosure that the Seller has disclosed to the Buyer the information contained in Sections A and B before Buyer executed a contract for the above-referenced Property. Further information is available from the staff and website of Maryland-National Capital Area Park and Planning Commission (M-NCPPC).

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

**5. PROPERTY TAXES:**

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

**NOTICE OF SPECIAL TAX OR ASSESSMENT: IN ACCORDANCE WITH MONTGOMERY COUNTY CODE SECTION 14-17, THE SELLER(S) MUST ATTACH HERETO A COPY OF THE CURRENT REAL PROPERTY TAX BILL FOR THIS PROPERTY.** A current copy of the tax bill for this property can be obtained at: [www.montgomerycountymd.gov/apps/tax/index.asp](http://www.montgomerycountymd.gov/apps/tax/index.asp). **IN ADDITION, SELLER(S) ARE REQUIRED TO PROVIDE POTENTIAL BUYER'S WITH THE ESTIMATED PROPERTY TAX AND NON-TAX CHARGES FOR THE FIRST FULL FISCAL YEAR OF OWNERSHIP.** Information relative to this estimate, including how it was calculated and its significance to Buyers can be obtained at [www.montgomerycountymd.gov/estimatedtax](http://www.montgomerycountymd.gov/estimatedtax). Buyer(s) hereby acknowledge receipt of 1) a copy of the current real property tax bill AND 2) the estimated property tax and non-tax charges in the Buyer's first full fiscal year of ownership, both as required by Montgomery County Code. Buyer's acknowledgement of receipt of both tax disclosures \_\_\_\_\_ (initials)

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**6. TAX BENEFIT PROGRAMS:**

The Property might currently be under a tax benefit program that has deferred taxes due on transfer or may require a legally binding commitment from Buyer to remain in the program, such as, but not limited to:

A. Forest Conservation and Management Program (FC&MP): Buyer is hereby notified that a property under a Maryland Forest Conservation Management Agreement (FCMA) could be subject to recapture/deferred taxes upon transfer. Is the Property under FCMA?  Yes  No. If yes, taxes assessed shall be paid by the \_\_\_\_\_.

B. Agricultural Program: Is the Property subject to agricultural transfer taxes?  Yes  No. If yes, taxes assessed as a result of the transfer shall be paid by \_\_\_\_\_. Confirm if applicable to this property at: [www.dat.state.md.us/sdatweb/agtransf.html](http://www.dat.state.md.us/sdatweb/agtransf.html)

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

**7. STORM WATERMANAGEMENT FEES – CITY OF TAKOMA PARK:**

The City of Takoma Park, MD maintains its own storm water facilities and assesses and bills for an annual storm water management fee on all real property located in the city. This assessment is made separate from City property taxes and requires a separate inquiry as to applicability and the amount to be collected and/or prorated. Inquiries can be made at 301-891-7212. Is the property located in the City of Takoma Park and subject to this assessment?  Yes  No

**8. RECORDED SUBDIVISION PLAT:**

Plats are available at the MNCPPC or at the Judicial Center, Room 218, 50 Maryland Avenue, Rockville, MD or at 240-777-9477. In order to obtain a plat you will be required to supply the Lot, Block, Section and Subdivision, as applicable, for the property. Plats are also available online at <http://www.mc-mncppc.org/info/getmaps.shtm> or at [www.plats.net](http://www.plats.net). Note: user id = plato and password = plato#.

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. **Buyer's initials:** \_\_\_\_\_

However, if the property is **not** an unimproved lot or a newly constructed house (i.e. resale), the Buyer may, in writing, waive receipt of a copy of such plat at the time of execution of the contract, but shall, prior to or at the time of settlement, be provided with a copy of the subdivision plat. The subdivision plat is not intended as a substitute for examination of title and does not show every restriction and easement.

Buyer hereby acknowledges receipt of a copy of the recorded subdivision plat. **Buyer's initials:** \_\_\_\_\_  
OR

Buyer hereby waives receipt of a copy of such plat at time of execution of contract, but shall, prior to or at the time of settlement, be provided a copy of the subdivision plat. **Buyer's initials:** \_\_\_\_\_

**9. AGE OF HOME AND FEDERAL LEAD BASED PAINT:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Act of 1992 (the Act), requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Act applies only to housing constructed prior to 1978. A Seller of pre-1978 housing is required to disclose to the Buyer, based upon the Seller's actual knowledge, all known lead-based paint hazards in the Property and provide the Buyer with any available reports in the Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. The Seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection.

At the time that the offer to purchase is entered into by the Buyer, the Seller is required to provide the Buyer with the EPA pamphlet entitled "Protect Your Family From Lead In Your Home" and a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" form (GCAAR #500). The Seller is required under the Act to provide the Buyer with a ten (10) day time period (or other mutually agreeable time period) for the Buyer, at the Buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the Buyer waives such assessment or inspection by indicating such waiver on the Lead-Based Paint Disclosure form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of the settlement.

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**A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET MAY BE LIABLE UNDER THE ACT FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

Seller represents and warrants to Buyer, broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that the property: (Seller to initial applicable line): \_\_\_\_\_ was constructed prior to 1978 OR DDM was not constructed prior to 1978 OR \_\_\_\_\_ the date of construction is uncertain. If the Property was constructed prior to 1978 or if the date of construction is uncertain, as indicated by Seller's initial above, Seller and Buyer mutually agree that the requirements of the Act shall apply to the sale of the Property. Seller and Buyer acknowledge that the real estate brokers and salespersons involved in the sale of the Property have no duty to ascertain or verify the date of construction and assume no such duty or responsibility. Seller and Buyer agree, represent and warrant, each unto the other, that no binding and enforceable contract shall be deemed to exist or to have been formed unless the requirements of the Act have been complied with prior to the execution of this Contract by Seller and Buyer. Seller and Buyer represent and warrant that each intended, as a material term of the offer and acceptance that the requirements of the Act be complied with as an express condition of the formation of a binding and enforceable contract by and between the parties. Buyer and Seller acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph 9.

DDM  
Seller's Initials

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

**10. 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: \_\_\_\_\_

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

Certain municipalities have requirements exceeding those of Montgomery County; see municipality website for additional disclosures.

**12. HISTORIC PRESERVATION:**

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

Has the Property been designated as an historic site in the master plan for historic preservation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Is the Property located in an area designated as an historic district in that plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Is the Property listed as an historic resource on the County location atlas of historic sites? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No. Seller has provided the information required of Sec 40-12A as stated above, and the Buyer understands that special restrictions on land uses and physical changes may apply to this property. To confirm the applicability of this County Code (Sec 40-12A) and the restrictions on land uses and physical changes that may apply, contact the staff of the County Historic Preservation Commission, 301-563-3400. <u>If the property is located within a local municipality, contact the local government to verify whether the property is subject to any additional local ordinances.</u>	
_____ Buyer	_____ Buyer

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**13. MARYLAND FOREST CONSERVATION LAWS:**

**A. Forest Conservation Law:** The Buyer is notified that the cutting, clearing, and grading of more than 5,000 square feet of forest or any champion tree on the Property is subject to the requirements of the **Forest Conservation Law**. The Buyer is required to comply with the **Forest Conservation Law, Chapter 22A of the Montgomery County Code**. In order to assure compliance with the law, the Buyer is notified of the need to contact the **Countywide Environmental Planning Division** of the Maryland-National Capital Park and Planning Commission (**M-NCPPC**), whether it means obtaining a written exemption from the Forest Conservation Laws from **M-NCPPC** or obtaining approval of a **Natural Resource Inventory/Forest Stand Delineation Plan, Forest Conservation Plan, or Tree Save Plan** prior to cutting, clearing, and grading of more than 5,000 square feet of forest, obtaining a grading or sediment control permit, or developing the Property. Further, Seller represents and warrants that no activities have been undertaken on the Property in violation of the Forest Conservation Law and that if such activities have occurred in violation of the applicable law, that Seller has paid all of the penalties imposed and taken all of the corrective measures requested by **M-NCPPC**.

**B. Forest Conservation Easements:** Seller represents and warrants that the Property is  is not  currently subject to a recorded **Category I or Category II Forest Conservation Easement, Management Agreement or an approved Forest Conservation Plan, Tree Save Plan, or any other plan requiring the protection of natural areas, or any other pending obligation binding the owner of the Property under Forest Conservation Law requirements**. If the Property is encumbered by any such easement or plan, attach a copy of the plat or recorded document (if available).

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

**15. UNDERGROUND STORAGE TANK:** For information regarding **Underground Storage Tanks** and the procedures for their removal or abandonment, contact the Maryland Department of the Environment, [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: \_\_\_\_\_

**16. TAKOMA PARK RENTAL HOUSING LAWS:** The sale of any residential rental property located within the city limits of Takoma Park **must** contain a notice concerning the city's rental laws along with copies of certain rent reports and rental licensing inspection reports. **GCAAR Form #1357** recites the applicable laws and identifies the reports that must be attached. This property is  is not  subject to the **Takoma Park Rental Housing Law Notice requirements**.

**17. AGRICULTURAL DISCLOSURE NOTICE:** Sellers of Montgomery County properties that are located in, adjoin or confront an area that is zoned agricultural must make certain disclosures to potential Buyers. These disclosures are contained in **GCAAR Form #1361**, 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 Zone Disclosure requirement. Additional information can be obtained at [www.mcmaps.org/notification/agricultural\\_lands.html](http://www.mcmaps.org/notification/agricultural_lands.html). This property is  is not  subject to the **Agricultural Zone Disclosure Notice requirements**.

**18. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a **Conservation Easement** as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a **Conservation Easement**; See **Conservation Easement Addendum GCAAR Form #1359**). This property is  is not  subject to a **Conservation Easement**.

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**19. GROUND RENT:** If the Property is subject to ground rent and the ground rent is not timely paid, the ground lease holder (i.e., the person to whom the ground rent is payable) may bring an action under Section 8-402.3 of the Real Property Article, Annotated Code of Maryland. As a result of this action, a lien may be placed upon the property. If the Property is subject to ground rent, Sections 14-116 and 14-116.1 of the Real Property Article provide the purchaser, upon obtaining ownership of the Property, with certain rights and responsibilities relative to the ground rent. (If the Property is subject to ground rent: See **Property Subject to Ground Rent Addendum, GCAAR Form #1360.**) This property is  is not  subject to Ground Rent.

**20. 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 4/1/07. 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. [www.gcr1.com/5010web/](http://www.gcr1.com/5010web/)

#### Montgomery County

Bethesda Naval Medical Hospital Heliport, 8901 Rockville Pike, Bethesda, MD 20889  
 Davis Airport, 7200 Hawkins Creamery Road, Laytonsville, MD 20879  
 Dow Jones & Company, Inc., 11501 Columbia Pike, Silver Spring, MD 20904  
 Federal Support Center Heliport, 5321 Riggs Road, Gaithersburg, MD 20882  
 Flying M Farms, 24701 Old Hundred Road, Comus, MD 20842  
 IBM Corporation Heliport, 18100 Frederick Avenue, Gaithersburg, MD 20879  
 Maryland State Police Heliport, 16501 Norwood Road, Sandy Spring, MD 20860  
 Montgomery County Airpark, 7940 Airpark Road, Gaithersburg, MD 20879  
 Shady Grove Adventist Hospital, 9901 Medical Center Drive, Rockville, MD 20850  
 Suburban Hospital, 8600 Old Georgetown Road, Bethesda, MD 20814  
 Waredaca Farm, 4015 Damascus Road, Gaithersburg, MD 20760  
 Washington Adventist Hospital, 7600 Carroll Avenue, Takoma Park, MD 20912

#### Prince George's County

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

#### Frederick County

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

#### Carroll County

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

#### District of Columbia

Children's National Medical Center, 111 Michigan Avenue, NW, 20010  
 Georgetown University Hospital, 3800 Reservoir Road, NW, 20007  
 Metropolitan Police, Dist. 2, 3320 Idaho Avenue, NW, 20007  
 Metropolitan Police, Dist. 3, 1620 V Street, NW, 20007  
 Michael R. Nash, 50 Florida Avenue, NE 20002  
 National Presbyterian Church, 4101 Nebraska Avenue, NW, 20016  
 Ronald Reagan Washington National Airport, Arlington County 20001  
 Sibley Memorial Hospital, 5255 Loughboro Road, NW, 20016  
 Steuart Office Pad, Steuart Petroleum Co., 4640 40<sup>th</sup> Street, NW, 20016  
 Walter Reed Hospital, 6825 16<sup>th</sup> Street, NW, 20012  
 Washington Hospital Center, 110 Irving Street, NW, 20010  
 Washington Post, 1150 15<sup>th</sup> Street, NW, 20017

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Virginia

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

**21. ENERGY EFFICIENCY DISCLOSURE NOTICE:** Before signing a contract for the sale of a single-family home, Sellers of Montgomery County properties must provide Buyers with:

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

[http://gcaarocks.com/news\\_ektid5454.aspx](http://gcaarocks.com/news_ektid5454.aspx)

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

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

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

B. Copies of electric, gas and home heating oil bills **OR** cost and usage history for the single-family home for the immediate prior 12 months, unless the single-family home was unoccupied for the entire prior 12 months.

Has the home been owner-occupied for the immediate prior 12 months?  Yes  No If No, the seller must provide buyer with the required information for that part of the prior 12 months, if any, that the seller occupied the single-family home.

Sellers may use GCAAR Form #932 to disclose the utility costs and usage history.

Buyer acknowledges that they have been provided with the information as stated in A and B above.  
Buyers acknowledgment \_\_\_\_\_ (initials)

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

Shiranne McGonigal 12/17/09  
Seller Date

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

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

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

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

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