



Montgomery County Jurisdictional Addendum to Sales Contract
(Required for Use with MAR and Regional Contracts)

The Contract of Sale dated _____, Address _____
 City _____, State _____ Zip _____ Lot: _____
 Block/Square: _____ Unit: _____ Section: _____ Tax ID # _____
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: _____
 between Seller _____ and
 Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **MASTER PLAN DISCLOSURES:** A or B required; use A unless property is in the City of Rockville corporate limits.
 A. **Montgomery County:**

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the property contained in the plan.

By signing this Addendum, Buyer acknowledges the following:

- Seller has offered the Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- Buyer understands that to stay informed of future changes in County and municipal land use plans, the Buyer should consult the Planning Board and the appropriate municipal planning body.

Buyer

Buyer

-OR-

- B. **City Of Rockville:**

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, the Buyer acknowledges that he has been afforded an opportunity to review the Plan.

Buyer

Buyer

2. TRANSFER AND RECORDATION TAXES: (Select either A or B)

A. Buyer is NOT a First Time Maryland Homebuyer: Section 14-104(b) of the Real Property Article of the Annotated Code of Maryland ("Real Property Article") provides that, unless otherwise negotiated in the contract or provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between the buyer and seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL COUNTY TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

OR

B. Buyer is a First Time Maryland Homebuyer:

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
- (a) The Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Residence will be occupied as a principal residence;

OR

- (a) The Buyer is a Co-Maker or Guarantor of a mortgage or deed of trust to be secured by the property AND the Co-Maker or Guarantor will NOT occupy the property as a principal residence.
- 2) If buyer is a First Time Maryland Homebuyer, then:
- (a) Under Section 13-203(b) of the Tax Property Article Annotated Code of Maryland, the amount of State Transfer Tax due on the sale of the property is reduced from .50% to .25% and shall be paid by the seller; AND
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by the Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:** _____ Buyer and Seller hereby expressly agree that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event the Buyer elects to pay all of State Recordation Tax and Local (County) Transfer Tax, the Seller must still pay the non-waived portion of the State Transfer Tax.)

3. PRIVATE WELL AND SEPTIC: If the property is on well and/or septic system, the **Buyer**, at Buyer's expense,

OR **Seller**, at Seller's expense will:

- A.** Provide the Buyer on or before Settlement with a certificate, dated not more than 30 days prior to Settlement, from a private water testing laboratory certified by the Maryland Department of Health and Mental Hygiene that the well water is potable.
- B.** Provide the Buyer on or before Settlement with a report, dated not more than 30 days prior to Settlement, from a private company, which has proof of having attended a course for septic testing approved by the Maryland Department of Environment that the septic system is not malfunctioning, is functioning satisfactorily, or is in operating condition.
- C.** If either system does not meet the requirements of A or B above, the Seller, at Seller's expense, will take appropriate remedial action to rectify the deficiency and provide the Buyer with above required documents outlined in A and B on or before Settlement.

4. NOTICES: All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Agent or an Intra-Company Agent assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager). Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Agent or an Intra-Company Agent assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, or U.S. Postal mailing). In the event of overnight delivery service, Delivery will be deemed to have been made on the next business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third business Day following the mailing, unless earlier receipt is acknowledged in writing. The

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provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, cooperatives and/or homeowners associations as may be required in a separate addendum.

5. COOPERATIVE/CONDOMINIUM ASSOCIATION APPROVAL: If this sale is subject to the approval or right of first refusal of the Council of Unit Owners or Board of Directors of the Cooperative/Condominium, then Seller agrees to immediately present this Contract to such Council or Board for their action or consideration. In the event this sale is disallowed by the appropriate Cooperative/Condominium authority, this Contract shall be null and void, and Buyer's deposit shall be refunded when an "Agreement of Release" is signed or in accordance with the provisions of the Contract.

6. FOREIGN INVESTMENT TAXES - FIRPTA: Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event the Seller is a foreign person (as described above), the Seller will be subject to the withholding provisions of FIRPTA. If the Seller is not a foreign person, the Seller agrees to execute an affidavit to this effect at the time of Settlement.

7. PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: Buyer and Seller acknowledge that, under Section 7-310 and 7-313 of the Real Property Article of the Annotated Code of Maryland, if the Property is occupied by Seller (or Seller's spouse under a use and possession order) and any mortgage on the property is 60 days or more in default when the Contract is executed, Seller has the right to rescind the contract within 5 days of the latter of (1) Contract execution; or (2) the date all parties sign a Statement About Tenancy (See GCAAR Form 1364) if the Contract includes a provision allowing the Seller to occupy the Property after settlement. Any provision in the Contract or other agreement that attempts or purports to waive any of Seller's rights under Section 7-310 is void.

Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.

8. DISPUTES: In the event of any dispute between Seller and broker(s) and/or Buyer and broker(s) resulting in broker(s) or any agents, subagents or employees of broker(s) being made a party to such dispute including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Seller and Buyer, jointly and severally, agree to indemnify and hold broker(s) and any agents, subagents and employees of broker(s) harmless from any liability, loss, cost, damage or expense (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees), resulting therefrom, provided that such dispute does not result in a judgment or decision against broker(s), broker(s)' agents, subagents or employees for acting improperly.

9. VOID CONTRACT: If this Contract becomes void, all principals will immediately execute a release directing that the Deposit be refunded in full to the Buyer according to the terms of the DEPOSIT paragraph. Except with respect to disbursement of the deposit at Settlement hereunder, the deposit and accrued interest, if any, shall be given or returned by escrow agent to any of the principals to this transaction only when an "Agreement of Release" has been ratified by all principals, as directed by a court order, pursuant to Section 17-505(b), Business Occupations and Professions Article, Annotated Code of Maryland, or in any other manner authorized by the laws and regulations of the appropriate jurisdiction. If either Buyer or Seller refuses to execute a release of the deposit when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable attorney's fees, incurred by the adverse party in the litigation.

10. GENERAL PROVISIONS:

A. If not previously paid, the party making Settlement is hereby irrevocably authorized and directed to deduct and pay the brokerage fee(s) or compensation to the broker(s) from the proceeds of sale in accordance with a separate listing contract or agency representation agreement and with the multiple listing service offer of compensation to cooperating agents and Buyer brokers as of the "Date of Offer"/ "Contract Date".

B. In the event Settlement shall fail to occur within the time herein set forth, the broker(s) shall still be entitled to brokerage fee(s) referenced above.

C. The Buyer acknowledges that Buyer has worked with no other agent on this property other than the agent(s) named herein.

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- D. In the event of forfeiture or default, Broker shall receive as compensation for services, an amount specified in accordance with the appropriate brokerage agreement.
- E. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the deed herein and shall not be merged herein.

11. DEFINITIONS:

- A. **Days:** "Day" or "Days" means calendar days unless otherwise specified.
- B. **Business Days:** "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- C. **Computation of Time Periods:** For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified.
- D. **Date of Ratification:** This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required by all parties, and Delivered to the other party pursuant to the Notices paragraph.
- E. **As-Is:** Except as otherwise specified herein, the Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of the latter of the Contract Date or date of Home Inspection.

THE FOLLOWING PARAGRAPHS (12-16) APPLY ONLY TO THE MAR CONTRACT:

12. PERFORMANCE:

Settlement is to be conducted by the office of the attorney or the title company examining the title.

- A. Delivery to the attorney or to the title company of the cash payment and Settlement costs as herein stated, the executed deed of conveyance and such other papers as required of either party by the terms of this Contract shall be considered good and sufficient tender or performance in accordance with the terms hereof.
- B. It is agreed that funds arising out of this transaction at Settlement shall be used to pay off any existing encumbrances, including interest, as required by lender(s) or lien holders.
- C. Seller agrees to pay a reasonable closing fee for services rendered to the Seller.

13. FINANCING: The provisions of this paragraph shall supersede the "FINANCING, FINANCING APPLICATION AND COMMITMENT and ALTERNATE FINANCING" paragraphs of the MAR contract.

A. **FIRST DEED OF TRUST:** Buyer will Obtain OR Assume a Fixed OR an Adjustable rate First Deed of Trust loan of the following type:

- | | | | |
|--|-----------------------|---------------------------------|-----------------------|
| <input type="checkbox"/> Conventional | See Addendum Attached | <input type="checkbox"/> VA | See Addendum Attached |
| <input type="checkbox"/> FHA | See Addendum Attached | <input type="checkbox"/> Other: | _____ |
| <input type="checkbox"/> This contract is not contingent on Financing. | | | |

B. **SECOND DEED OF TRUST:** Buyer will Obtain OR Assume a Fixed OR an Adjustable rate Second Deed of Trust loan.

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

D. **ALTERNATE FINANCING:** Buyer may substitute alternative financing and/or an alternative lender for Specified Financing provided: (a) Buyer is qualified for alternative financing; (b) there is no additional expense to Seller; (c) the Settlement Date is not delayed; and (d) if Buyer fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.

14. PROPERTY MAINTENANCE AND CONDITION: Except as otherwise specified herein, Seller will deliver the Property free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of Contract Date OR Date of home inspection OR Other: _____.

Seller will have all utilities in service through Settlement or as otherwise agreed. Buyer and Seller will not hold the Broker liable for any breach of this paragraph.

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Buyer acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)

OR

Buyer declines the opportunity to make this Contract contingent upon home inspection(s) and/or other inspections.

Buyer acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its AS-IS condition as of the date specified above.

15. ELECTRONIC SIGNATURES: In accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign (the Act), and other applicable local or state legislation regarding Electronic Signatures and Transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Contract. The parties hereby agree that either party may sign electronically by utilizing a digital signature service.

Seller: _____ / _____ Buyer: _____ / _____

16. SETTLEMENT ENTITY: Buyer hereby authorizes the undersigned agent to order the examination of title and the preparation of all necessary conveyance documents through _____.

THE FOLLOWING PARAGRAPHS (17-28) APPLY ONLY TO THE REGIONAL CONTRACT:

17. MARYLAND NON-RESIDENT SELLER: Except as otherwise provided by Maryland law, if the Property is not the Seller's principal residence, and the Seller is a nonresident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a portion of the proceeds of sale may be withheld at the time of settlement and paid to the State of Maryland towards a potential capital gains tax liability. For more information see www.marylandtaxes.com.

18. SETTLEMENT COSTS: NOTICE TO BUYER. Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

19. SELLER RESPONSIBILITY: Seller agrees to keep existing mortgages free of default until Settlement. All violations of requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at the date of Settlement of this Contract, shall be complied with by the Seller and the Property conveyed free thereof.

20. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE: Maryland buyers are advised of the right to receive a Disclosure and Disclaimer Statement from seller unless exempt (Section 10-702 Real Property Article, Annotated Code of Maryland).

21. WETLANDS NOTICE: The Buyer is advised that if all or a portion of the Property being purchased is wetlands, the approval of the U.S. Army Corps of Engineers will be necessary before a building permit can be issued for the Property. Additionally, the future use of existing dwellings may be restricted due to wetlands. The Corps has adopted a broad definition of wetlands, which encompasses a large portion of the Chesapeake Bay Region. Other portions of the State may also be considered wetlands. For information as to whether the Property includes wetlands, Buyer may contact the Baltimore District of the U.S. Army Corps of Engineers. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of wetlands prior to submitting a written offer to purchase the Property, or Buyer may include in Buyer's written offer, subject to the Seller's acceptance, a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

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22. GUARANTY FUND. NOTICE TO BUYER: The Buyer is protected by the real estate Guaranty Fund of the Maryland Real Estate Commission for losses covered by Section 17-404 of the Business Occupations and Professions Article of the Annotated Code of Maryland in an amount not exceeding \$25,000 for any claim.

23. HOME AND/OR ENVIRONMENTAL INSPECTION: Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an Addendum to this Contract at the time it is signed by Buyer. Buyer acknowledges that neither the brokers and/or their agents nor subagents are responsible for property defects.

Addenda Attached

Buyer's Initials

Inspections Declined

Buyer's Initials

24. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects; more than 20 square feet of lead-based paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on a Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit www.epa.gov/lead/pubs/renovation.htm.

Buyer and Seller acknowledge that they have read and understand the provisions of this Section.

Buyer's Initials

Seller's Initials

25. CRITICAL AREAS ADDENDUM: Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of the tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

26. NOTICE TO THE PARTIES: Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of the Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by the brokers, or any agents, subagents or employees of the brokers, except those representations expressly set forth in this Contract. Further, the brokers, their agents, subagents and employees, make no representations nor assume any responsibility with respect to the following:

- A. Condition of real or personal property.
- B. Water quality, color or taste or operating conditions of private water systems.
- C. Location, size or operating condition of private septic systems.
- D. The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities, should public utilities be extended or available to the subject Property. (The Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.)
- E. Lot size and exact location. If the subject Property is part of a recorded subdivision, the Buyer can review the plat upon request at the Maryland National Capital Park and Planning Commission or the Circuit Court, Clerk's

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Office. If the subject Property is not part of a recorded subdivision, the Buyer may verify exact size and location through a survey by a registered engineer or a land surveyor, at Buyer's expense.

F. Existing zoning or permitted uses of the Property. Buyer should verify with the Zoning Office and/or a licensed engineer to determine zoning and permitted uses.

G. Certain other issues including, without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, mold, urea formaldehyde foam insulation (UFFI), asbestos, and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

27. PROPERTY TAX NOTICE 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

28. DEPOSIT: Buyer hereby authorizes and directs broker as specified in this Contract to hold the initial deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the initial deposit and additional deposit, if any, shall be placed in escrow as provided below and in accordance with the requirements of Section 17-502(b) (1), Business Occupations and Professions Article, Annotated Code of Maryland. If Seller does not execute and accept this Contract, the initial deposit instrument shall be promptly returned to Buyer. Brokers may charge a fee for establishing an interest-bearing account. Buyer and Seller instruct broker to place all deposit monies in: **(Check One)**

A non interest-bearing account.

OR

An interest-bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer.

Seller Date

Buyer Date

Seller Date

Buyer Date

Seller's address

Buyer's address

Seller's address

Buyer's address

Seller's telephone number

Buyer's telephone number

Seller's facsimile number

Buyer's facsimile number

Seller's email address

Buyer's email address

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