



## Some Information Relative to the Purchase of Real Estate (For use in Montgomery County, MD and Washington, DC)

**This information is provided to assist Buyers prior to entering into a contract for the purchase of residential real property. Buyers should investigate any areas of concern prior to making an offer to purchase.**

- 1. LEGAL REQUIREMENTS:** All contracts for real property are required to be in writing to be legally enforceable. The "Maryland Association of Realtors® Residential Contract of Sale" (MAR) is for use in Maryland and the "Regional Sales Contract" (Regional) is for use in Maryland and Washington, DC. Appropriate jurisdictional and other addenda are required with each contract. Buyers have the right to have legal counsel review these forms.
- 2. AGENCY RELATIONSHIPS:** All Buyers must be provided written disclosures about various Agency relationships on forms specified by each jurisdiction. If Buyers choose to have an agent represent them, they must enter into a written Buyer Agency Agreement.
- 3. FAIR HOUSING:** In compliance with Federal Fair Housing regulations, properties shall be made available to all persons without regard to race, color, religion, national origin, sex, handicap and familial status. Washington, DC and Montgomery County, MD both recognize additional protected classes.
- 4. LAND USE:** Land uses may be restricted or impacted on some properties by covenants, easements, zoning, subdivision regulations, historic preservation regulations, environmental laws, airport noise, planned land uses, road or highway rights of way, federal, state, county and/or local or municipal restrictions or statutes, or other regulations. To ascertain how such restrictions may impact the use of a specific property, information should be sought through the appropriate government agency and/or a title search.
- 5. PROPERTY TAXES:**
  - A. Tax Bill Increases:** Your property tax bill could increase substantially following settlement. For owner-occupied properties, both Maryland and Washington, DC have programs (Homestead Exemption) which limit the amount that taxes on real property may increase from one year to the next. Once the property transfers to a new owner, the prior limits are removed which may result in a significant increase in the tax bill. Subsequent to your settlement, you may apply to have the Homestead Exemption reinstated.
  - B. Right of Appeal:** You have the right to appeal the next year's property tax assessment within strict timeframes following settlement. For more information on property taxes, contact the Maryland State Department of Assessments and Taxation, the Montgomery County Department of Finance or the District of Columbia Office of Tax and Revenue
  - C. Disclosure of Future Property Taxes:** Montgomery County Law requires a Seller to disclose the estimated amount of the tax bill for the first fiscal year following settlement. While Washington, DC does not have such a requirement, the following year's assessment is available from the District of Columbia Office of Tax and Revenue prior to the issuance of the tax bill.
- 6. INSPECTIONS:** Buyers may include in their offer the right to employ a professional engineer, home inspection specialist, environmental firm or other expert(s) of their choice to inspect the property for possible hazardous substances, building material concerns and defects. Hazardous substances and building materials of concern may include, but are not limited to, asbestos, cleaning chemicals, indoor pollutants, lawn and garden chemicals, lead, mold spores, paint, radon, radium, fire retardant treated plywood (FRT), polybutylene pipes,

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and synthetic stucco (EIFS). Other factors may include contaminated groundwater, nearby landfills and other disposal sites, industrial sites, and noxious air or aircraft flight noise. Agents do not have the technical expertise to advise Buyers of the presence of such factors or whether or not they pose a problem. Buyers may obtain information from specialists or governmental agencies. In Maryland, home inspectors are required to be licensed.

**7. TENANT RIGHTS:** Properties located in Washington, DC and within the City of Takoma Park, Maryland that are tenant-occupied or otherwise defined as residential rental property (Rental Accommodation) will be subject to certain restrictions, regulations and requirements at the time of resale. These restrictions may include, but are not limited to: Tenant First Right of Refusal to Purchase the Rental Accommodation, DC Tenant Opportunity to Purchase Act, the obligation to provide documentation and reports relative to the licensing of the Rental Accommodation. Properties under lease may have other contractual obligations. It is imperative that a Buyer be familiar with the complexities of purchasing a tenant-occupied property prior to entering into a contract.

**8. FINANCING:** Mortgage rates, fees and products vary considerably among financial institutions. Buyers have the right to select the lender and to negotiate the terms and conditions of their loan.

**9. WARRANTY:** A number of companies provide home warranty programs with various types of coverage and deductibles. Consult your agent for further information.

**10. PROPERTY INSURANCE:** Property insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy, as well as the number and nature of claims made by a prospective Buyer.

**11. CRIMINAL ACTIVITY:** Information about criminal activity or the presence of registered sexual offenders who live within the vicinity of a property may be obtained by contacting the state, county or municipal police departments in which the Property is located and National/State Sex Offender Registry. Buyer is solely responsible for conducting the investigation of these facts. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of a property, whether acting as the agent for Seller or Buyer, has or assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**12. HOMEOWNER ASSOCIATIONS, CONDOMINIUMS, COOPERATIVES DISCLOSURES:**

**A. Maryland:** If the property is a condominium, or part of a homeowner association which has the right to impose a mandatory fee, the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package"). The Buyer is then entitled to a non-waivable period to review the Resale Package, during which the Buyer has the right to void the contract. If the property is a cooperative unit, and the GCAAR Cooperative Resale Addendum is incorporated into the contract, the Buyer would have similar review and rescission rights.

**B. Washington, DC:** If the property is a condominium, the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package"). The Buyer is then entitled to a non-waivable period to review the Resale Package, during which the Buyer has the right to void the contract. If the property is a cooperative unit or part of a homeowner association, and the GCAAR Cooperative Resale Addendum or Homeowner Association Resale Addendum, as applicable, is incorporated in the contract, the Buyer would have similar review and rescission rights.

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**13. PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** Sellers are required to disclose known latent defects, even if the property is sold in "as is" condition.

**A. Maryland:** The State of Maryland requires Sellers (with limited exceptions) to complete and furnish to the Buyer the "Maryland Property Disclosure and Disclaimer Statement".

**B. Washington, DC:** In Washington, DC, Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Sellers Disclosure Statement".

Should the required statements not be completed and provided prior to contract ratification, the Buyer has a statutory period to void the contract after receipt of the required Statement. Information provided is based on actual knowledge of the Seller and should not be considered as a substitute for the Buyer having an inspection by a home inspection specialist, environmental firm or an engineer.

**14. VACANT PROPERTY REGISTRATION:** Sellers are advised that District of Columbia Properties classified as "Vacant" or "Blighted" by the District's Department of Consumer and Regulatory Affairs ("DCRA") are subject to a registration fee and/or a substantially higher tax rate unless they qualify for a statutory exemption. Owners of Properties that are actively seeking to rent or sell their property may qualify for exemption. Further information can be found on [www.dc.gov](http://www.dc.gov).

**15. TRANSFER AND RECORDATION FEES:**

**A.** In Washington, DC unless otherwise negotiated in the contract, the recordation tax is paid by the Buyer and the transfer tax paid by the Seller.

**B.** With the exception of a First Time Maryland Owner-Occupant Home Buyer, Maryland law requires that, unless otherwise negotiated in the sales contract, the cost of any recordation tax or State and County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a First Time Maryland Owner-Occupant Home Buyer, the Buyer's portion of the State transfer tax is waived, and unless negotiated otherwise, the Seller pays all of the transfer and recordation taxes.

**16. GOVERNMENT REGULATIONS DISCLOSURE:** The State of Maryland and Montgomery County require Sellers to make many disclosures regarding taxes on the property and on laws and regulations that may restrict or affect land use. Buyers of property located in Montgomery County should receive a completed and signed "Government Regulations, Easements and Assessments Disclosure" prior to entering into a contract.

I/we acknowledge receipt of this notice from Jason Townsend (Agent), affiliated with Keller Williams Capital Properties (Broker)

Phone(s): (202) 415-7400 (202) 888-0148

\_\_\_\_\_  
Buyer (printed name) Date

\_\_\_\_\_  
Buyer (printed name) Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature



## Buyer Agency Agreement for Maryland and Washington, DC

This Agreement ("Agreement") is made on \_\_\_\_\_ between \_\_\_\_\_ ("Buyer") and \_\_\_\_\_ ("Broker")

**Keller Williams Capital Properties**

which assigns **Jason Townsend** as Agent of the Broker, ("Agent"). In consideration of services provided, the Broker is hereby granted the right to represent the Buyer in the purchase, option, or exchange of real property or cooperative units (the "Property").

**1. BROKER RESPONSIBILITIES:** Agent and Broker agree to: 1) Use professional knowledge and skills to locate and present real property, which is available for purchase and suitable for the Buyer's needs. 2) Assist Buyer through the process of property acquisition. 3) Represent the interests of the Buyer in all negotiations and transactions regarding the acquisition of real property, notwithstanding the fact Agent may receive compensation from other parties.

**2. BUYER RESPONSIBILITIES:** Buyer will work exclusively with Broker during the term of this Agreement, and will contact Agent first with any questions or showing requests about Properties, and not the Seller or any other agent. At open houses, Buyer agrees to notify the party representing the seller of this Agreement. For new home builders and new home open houses, Buyer agrees to make any first visit to any new home builder's model only while accompanied by Agent. Buyer will furnish Broker with necessary financial and personal information to reasonably establish Buyer's ability to purchase property and authorizes the release of such information to the Seller and Seller's Broker.

**3. BROKER COMPENSATION:**

**A. Commission:** Buyer agrees that Broker shall receive a broker's fee ("Commission") of  \_\_\_\_\_ % of the sale price OR  \$ \_\_\_\_\_ at the Settlement of any Property contracted to be purchased during the term of this Agreement, no matter who locates the property, even if located entirely by Buyer. In most cases, the Seller pays Commission. Broker is authorized to receive all Commission offered, and such payment shall be made with the Seller's and Buyer's prior knowledge. In the event Seller does not pay the total of the Commission due, Buyer hereby agrees to pay the difference due to the Buyer's Broker, up to the full amount. Buyer also agrees to pay additional commission in the amount of \$ **295.00** at Settlement regardless of any Seller payment of Commission. Buyer has paid an advance fee of \$ \_\_\_\_\_ to retain the services of Broker, which will be credited against the Commission due.

**B. Protection Period:** Commission shall be paid to Broker if a Property is purchased by Buyer within **90** days after the termination of this Agreement (the "Protection Period"), unless Buyer enters into a new, valid Buyer Agency Agreement during the term of said Protection Period.

**C. Amount of Commission Offered:** Commission paid by the Seller is generally indicated as follows: 1) in MRIS for any properties using that Multiple Listing Service ("MLS"), or 2) in an addendum to the purchase contract for new home construction, or properties unlisted in MRIS.

**D. Payment of Commission:** Commission is due at Settlement, unless Buyer, after sales contract acceptance, fails to perform or is otherwise in default of the sales contract or executes a release to which the Broker is not a party of the sales contract after all contingencies thereunder have been removed. In such case, the Commission is due no later than the previously agreed Settlement date. If Buyer enters into a Contract with a Seller during the original term of this Agreement, and Seller subsequently defaults, then the original term of this Agreement is extended by the number of days property was under contract.

**4. TERM & TERMINATION:** This Agreement commences when signed and expires at 11:59 p.m. on \_\_\_\_\_ ("Expiration Date"), unless extended in writing, or unless earlier terminated as herein provided. If a Contract of Sale is entered into by Buyer before Expiration Date, which provides for Settlement to occur after such Date, this Agreement shall be automatically extended until Settlement has occurred or until the Contract of Sale is released in writing by the parties.

**For Maryland Properties Only:** Subject to the obligation of the Buyer to pay a fee to Broker upon the termination of this Agreement as set forth in the Broker Compensation Paragraph, this Agreement may be terminated prior to the Expiration Date by either party Delivering \_\_\_\_\_ days advance Notice to the other. In the event Buyer wishes to terminate this Agreement Agreement prior to the end of the Buyer Agency Period, Buyer shall compensate Broker \$ \_\_\_\_\_ .

**5. DISCLAIMER AND LIMITATIONS:** Buyer acknowledges that Broker is being retained solely as a real estate agent, and has been advised to seek professional advice for legal, tax, appraisal, home inspection, surveying, engineering and other matters. Buyer acknowledges that the Broker may represent other Buyers and that other potential Buyers may consider, make offers on, or purchase properties through Broker. Buyer consents to Broker's representation of other Buyers before, during, and after the expiration of this Agreement. Upon receipt by Broker of a ratified contract to purchase Property pursuant to this Buyer Agency Agreement, Broker shall have no further obligation hereunder to procure any subsequent Properties for Buyer. Buyer agrees that Broker may perform ministerial acts for the Seller. A ministerial act is a routine act that does not involve discretion or the exercise of the Broker's own judgment. Buyer acknowledges the possibility that Seller or Seller's representatives may not treat the existence, terms or conditions of the Buyer's offer as confidential information.

**6. GENERAL PROVISIONS:**

**A. Laws and Regulations:** Buyer acknowledges that Broker must comply with federal, state and local laws and regulations. Buyer understands that, as a REALTOR®, Broker must also adhere to the Code of Ethics promulgated by the NATIONAL ASSOCIATION OF REALTORS®.

**B. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as a "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.

**C. Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Buyer and Broker (or Supervising Manager), and Delivered to the other party.

**D. Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

**E. Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender. The term "Seller" shall include "optioner" and "exchanger". The term "Buyer" shall include "optionee" and "exchange".

**7. INCLUSIONS, AGREEMENT AND RECEIPT:** This document and the attachments below contain the full and entire Agreement between Buyer and Broker and supersede any prior or contemporaneous agreements, if any, whether written or oral between the parties. Each acknowledges receipt of a copy of this Agreement. In accordance with Maryland and/or District of Columbia Law, included with this Agreement are:

**Maryland**

- Understanding Whom Real Estate Agents Represent
- Consent For Dual Agency
- Notification of Dual Agency Within a Team

**Washington, DC**

- Consent for Dual and Designated Representation

**Dual Agency:** In the event of dual agency, when either the Buyer or Broker declines to consent in writing to Dual Agency, either party may terminate this Agreement by written notice to the other party.

**8. ADDITIONAL PROVISIONS: Listing Broker commission will be payable by Seller with no obligation for Buyer to pay commission. Buyer responsible for \$295 admin fee**

Buyer Name & Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker Name & Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Name & Signature \_\_\_\_\_ Date \_\_\_\_\_

Agent Name & Signature \_\_\_\_\_ Date \_\_\_\_\_

**Jason Townsend**

**Keller Williams Capital**

Address: \_\_\_\_\_

Broker Firm Name: **Properties**

Email: \_\_\_\_\_

Broker Address: **519 C St NE, Washington, DC 20002**

Phone: \_\_\_\_\_

Broker Phone: **(202) 415-7400**



Consent for Dual Representation and Designated Representation in the District of Columbia
(To be attached to all listing agreements and buyer or tenant brokerage agreements
for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

Form with checkboxes for Designated Representation and Dual Representation, including fields for broker/firm (Keller Williams Capital Properties), sales associate (Jason Townsend), and license # (AB98360839). Includes signature and date lines.

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