

**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

For the sole purpose of assisting the agent in preparing an offer and
is not to be part of the Contract of Sale

ADDENDUM dated 11/4/2020 to Exclusive Right to Sell Residential Brokerage Agreement
between Seller(s) Rick K. Holt
and Broker Keller Williams Realty Eastern Panhandle
for Property known as 10112 Scouts Circle, Walkersville, MD 21793

INCLUSIONS/EXCLUSIONS: Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED	INCLUDED	INCLUDED	INCLUDED
<input checked="" type="checkbox"/> Alarm System <i>Not active</i>	<input checked="" type="checkbox"/> Exist. W/W Carpet	<input checked="" type="checkbox"/> w/ice maker	<input checked="" type="checkbox"/> Water Filter
<input type="checkbox"/> Built-in Microwave	<input checked="" type="checkbox"/> Fireplace Screen/Doors	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Water Softener
<input checked="" type="checkbox"/> Ceiling Fan(s) # <u>1</u>	<input type="checkbox"/> Freezer	<input type="checkbox"/> Screens	<input type="checkbox"/> Window A/C Unit(s)
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Shades/Blinds	# _____
<input checked="" type="checkbox"/> Clothes Dryer	<input checked="" type="checkbox"/> Garage Opener(s) # <u>2</u>	<input type="checkbox"/> Storage Shed(s) # _____	Window Fan(s) # _____
<input checked="" type="checkbox"/> Clothes Washer	<input checked="" type="checkbox"/> w/remote(s) # <u>1</u>	<input type="checkbox"/> Storm Doors	<input type="checkbox"/> Wood Stove
<input checked="" type="checkbox"/> Cooktop	<input checked="" type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Storm Windows	
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Hot Tub, Equip. & Cover	<input type="checkbox"/> Stove or Range	
<input type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Intercom	<input type="checkbox"/> T.V. Antenna	
<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> Trash Compactor	
<input checked="" type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Pool, Equip. & Cover	<input type="checkbox"/> Wall Mount T.V. Brackets	
<input type="checkbox"/> Exhaust Fan(s) # <u>all</u>	<input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>	<input checked="" type="checkbox"/> Wall Oven(s) # <u>1</u>	

ADDITIONAL INCLUSIONS (Specify):

2 counter top microwaves, small refrigerator lower level

EXCLUSIONS (Specify):

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply:	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well		
Sewage Disposal:	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic		
Heating:	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input type="checkbox"/> Elec.	<input type="checkbox"/> Heat Pump
Hot Water:	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.	<input type="checkbox"/> Other
Air Conditioning:	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.	<input type="checkbox"/> Other	<u>2 zone propane</u>

<u>Rick K. Holt</u>	<u>11/4/2020</u>		
Seller	Date	Seller	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 _____ to the Contract of Sale
between Buyer _____
and Seller **Rick K. Holt**
for Property known as **10112 Scouts Circle, Walkersville, MD 21793**

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

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

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

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

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

OR

- (B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and



Buyer

Seller



- (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.

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

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

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

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

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

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

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

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

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

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

Buyer's Signature Date

Buyer's Signature Date

Agent's Signature Date

Seller's Signature Date

Seller's Signature Date

Agent's Signature Date

MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT



Property Address: 10112 Scouts Circle, Walkersville, MD 21793

Legal Description: LOT 4 SEC 3 PLAT 1 2.976 ACRES SCOUTS KNOLL

NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, *Annotated Code of Maryland*, requires the seller of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the seller 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 seller. 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 §10-702:

1. The initial sale of single family residential real 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 §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §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 use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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 SELLERS: Complete and sign this statement only if you elect to disclose defects, including latent 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 Sellers and is based upon the actual knowledge of Sellers as of the date noted. Disclosure by the Sellers 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 Sellers as to the condition of the property of which the Sellers have no knowledge or other conditions of which the Sellers have no actual knowledge.

How long have you owned the property? apx 1976

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

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	<input type="checkbox"/> Other _____
Waste Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic System approved for _____ (# bedrooms)	Other Type _____
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>20</u>
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>20</u>
		<input type="checkbox"/> Electric Capacity _____	Age <u>20</u>
			<input checked="" type="checkbox"/> Other <u>Propane 2 zone</u>
			<input checked="" type="checkbox"/> Other <u>2 zone electric</u>

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☒ No ☐ Unknown
Comments: _____

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 20 years
Comments: _____

Is there any existing fire retardant treated plywood? ☒ Yes ☐ No ☐ Unknown
Comments: Both decks - cedar

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: Serviced 10/2020

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: Serviced 10/2020

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?
☐ Yes ☒ No ☐ Unknown
Comments: _____

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☒ Yes ☐ No
Are the smoke alarms over 10 years old? ☐ Yes ☒ No
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries as required in all Maryland Homes by 2018? ☒ Yes ☐ No
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: Filter

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: Orkin Preventive Maintenance

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: Propane tank buried in front yard

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 zoning 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:

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☒ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: House rebuilt in 1999

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:

Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association?

☒ Yes ☐ No ☐ Unknown

If yes, specify below

Comments: Scouts Knoll

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

☐ Yes ☒ No ☐ Unknown

Comments:

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

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

Seller(s) Rick K. Holt

Date 11/4/2020

Seller(s)

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 §10-702 of the Maryland Real Property Article.

Purchaser

Date

Purchaser

Date

MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

Except for the latent defects listed below, the undersigned seller(s) of the real property 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 seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Section 10-702 also requires the seller to disclose information about latent defects in the property that the seller has actual knowledge of. The seller 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.

Does the seller(s) have actual knowledge of any latent defects? ☐ Yes ☐ No If yes, specify:

Seller Date

Seller 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 §10-702 of the Maryland Real Property Article.

Purchaser Date

Purchaser Date

**MARYLAND HOMEOWNERS ASSOCIATION ACT
DISCLOSURES TO BUYER AND TRANSMITTAL OF DOCUMENTS**

For resale of a lot within a development of ANY size
OR for the initial sale of a lot within a development containing 12 or fewer lots
to a person who intends to occupy or rent the lot for residential purposes.

ADDENDUM DATED _____ TO CONTRACT OF SALE

BUYER(S): _____

SELLER(S): Rick K. Holt

PROPERTY: 10112 Scouts Circle, Walkersville, MD 21793

The following disclosures are provided by the Vendor ("Seller") to the Buyer who intends to occupy or rent the lot for residential purposes pursuant to 11B-106 of the Maryland Homeowners Association act ("the Act"):

(1). The lot which is the subject of the contract of sale is located within the development known as
Scouts Knoll

(2). (i). The current monthly fees or assessments imposed by the homeowners association upon the lot are
\$ 0 per month payable on a N/A basis.

(ii). The total amount of fees, assessments, and other charges imposed by the homeowners association
upon the lot during the prior fiscal year of the homeowners association was:
\$ _____

(iii). The fees, assessments, or other charges imposed by the homeowners association against the lot
are ☐ or are not ☐ (Seller to initial applicable provision) delinquent. If any of the
foregoing are delinquent, Seller to explain, giving amounts and dates of delinquency:

N/A

(3). Seller to initial (i) or (ii) and complete as appropriate:

☒ (i). The name, address, and telephone number of the management agent of the homeowners
association, or other officer or agent authorized by the homeowners association to provide to
members of the public, information regarding the homeowners association and the
development is:
Name: N/A
Address: _____
Telephone: _____

☐ (ii). No agent or officer is presently so authorized by the homeowners association.

(4). Seller to initial (i) or (ii) and complete as appropriate:

☐ (i). Seller has actual knowledge of: (Seller to initial all which apply)
☐ A. The existence of any unsatisfied judgments or pending lawsuits against the
homeowners association: if (A) is initialed, explain: _____

☐ B. Any pending claims, covenant violations actions, or notices of default against the lot. If (B) is
initialed, explain: _____

☒ (ii). Seller has no actual knowledge of any of the items listed in (4)(i) above.

Maryland Homeowners Association Act Disclosures To Buyer

- (5). (i). Attached are copies of the following documents relating to the development and the homeowners association to which the Buyer shall become obligated upon becoming the owner of the lot: (Seller to initial all applicable items.)

RA	
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A. Articles of incorporation;

B. Declaration of covenants and restrictions;

C. All recorded covenants and restrictions of the primary developments, and of other related developments to the extent reasonably available;

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D. The bylaws and rules of the primary development, and other related developments to the extent reasonably available.

- (ii). Obligations contained in the attached copies of documents: (Seller to initial any applicable provision.)

A. Are

RA	
----	--

 or Are Not

--	--

 enforceable against an owner;

B. Are

RA	
----	--

 or Are Not

--	--

 enforceable against the owner's tenants.

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.

Seller hereby acknowledges that Seller has provided all information necessary to complete this Addendum, in compliance with the Act, and that Seller has reasonable grounds to believe and does believe, after reasonable investigation, that the information and statements herein provided to Buyer are true and that there is no omission to state a material fact necessary to make the statements not misleading.

<i>Rick K. Hoot</i>	<i>11/4/2020</i>
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Seller Date

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Seller Date

Buyer hereby acknowledges that Buyer, on the date indicated below, has received all of the disclosures contained herein, including attachments as indicated, and that Seller has fully complied with the disclosure requirements of the Act.

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Buyer Date

--

Buyer Date



STATE OF MARYLAND
REAL ESTATE COMMISSION

Consent for Dual Agency

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

When Dual Agency May Occur

The possibility of Dual Agency arises when:

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

Important Considerations Before Making a Decision About Dual Agency

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

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

Your Choices Concerning Dual Agency

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

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

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

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

Consent for Dual Agency

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

Keller Williams Realty Eastern Panhandle _____ act as a Dual Agent for me as
the

(Firm Name)

☒ **Seller** in the sale of the property at:

10112 Scouts Circle, Walkersville, MD 21793

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

Rick R. Holt 11/4/2020
Signature Date

Signature Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

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

10112 Scouts Circle, Walkersville, MD 21793

Property Address

Signature Date

Signature Date

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

Name(s) of Buyer(s)

Signature Date

Signature Date

ATTENTION LICENSEES: THIS IS NOT AN ADDENDUM IT IS SUGGESTED LANGUAGE.

A form created by your broker/company with the below information must be presented to the Seller no later than when the Seller signs the listing agreement and the Buyer, prior to showing any properties listed by members of your team.

NOTIFICATION OF DUAL AGENCY WITHIN A TEAM

Under Maryland law, a team that provides real estate brokerage services must consist of two or more associate brokers or salespersons, or a combination of the two, who:

1. work together on a regular basis;
2. represent themselves to the public as being part of one entity; and
3. Designate themselves by a collective name such as "team" or "group."

The team operates within a brokerage, and team members are supervised by a team leader as well as by the broker, and, if they work in a brokerage branch office, by the branch office manager.

The law permits one member of a team to represent the buyer and one member to represent the seller in the same transaction only if certain conditions are met. If both parties agree, the **broker** of the real estate brokerage with which the salespersons or associate brokers are affiliated or the **broker's designee** (the "dual agent") shall designate one team member as the intra-company agent for the buyer and another team member as the intra-company agent for the seller. No one else may make that designation.

The law also requires that the buyer and seller each be notified in writing that the two agents are members of the same team, and that the team could have a financial interest in the outcome of the transaction in addition to any financial benefit obtained by selling one of the broker's own listings. THIS CONSTITUTES YOUR NOTICE OF THOSE FACTS.

Dual agency may occur only if both parties consent to it, and sign the Consent for Dual Agency form prescribed by the Maryland Real Estate Commission. If you have concerns or questions about being represented by a team member when another team member represents the other party, you should address these to the broker or branch office manager before signing the Consent for Dual Agency form.

ACKNOWLEDGMENT OF RECEIPT OF NOTICE

I/we acknowledge receipt of the Notification of Dual Agency within a Team.

Rick K. Deet

DATE: 11/4/2020

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

Property Address: 10112 Scouts Circle, Walkersville, MD 21793

MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE: Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1978;

AND

The Property []/[] is or []/[] is not registered in the Maryland Program (*Seller to initial applicable line*).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (*Seller to initial applicable line*) []/[] has; or []/[] has **not** occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (*Seller to initial applicable line*) []/[] will; OR []/[] will **not** perform the required treatment prior to transfer of title of the Property to Buyer.

ACKNOWLEDGEMENT: Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. []/[] (BUYER)

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

Reck K. Hart 11/4/2020
Seller Date

[] []
Seller Date

Dee Dee Seelger 11/4/2020
Seller's Agent Date

[] []
Buyer Date

[] []
Buyer Date

[] []
Buyer's Agent Date