



**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. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- 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. The confidentiality of all clients shall be maintained.

- 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.

I(We) consent to **Designated Representation**, acknowledging the broker/firm KELLER WILLIAMS PREF. PROPS., may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, FRANK E. GODFREY, JR., license # SP102023 as the Designated Representative for the party indicated below:

Seller(s) or  Buyers(s)  
 Landlord(s) or  Tenant(s)

I (We) do not consent to **Designated Representation**

I (We) consent to **Dual Representation**, acknowledging the broker/firm KELLER WILLIAMS PREF. PROPS., and the sales associate, FRANK E. GODFREY, JR., license # 102023 may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

Sellers(s) and Buyer(s)  
 Landlord(s) and Tenant(s)

I (We) do not consent to **Dual Representation**

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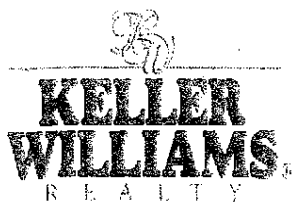
Signed \_\_\_\_\_ Date \_\_\_\_\_

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Signed \_\_\_\_\_ Date \_\_\_\_\_

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**EXCLUSIVE BUYER/TENANT AGENCY AGREEMENT**  
**Maryland**

Date: \_\_\_\_\_

\_\_\_\_\_  
(Buyer/s) retains Keller Williams® Preferred Properties (Broker) exclusively, to locate properties and to assist Buyer(s) in the purchase of real property.

*(As used herein, the term "Seller" shall also mean "Landlord", and the term "Buyer" shall also mean "Tenant" and the terms "Sell", "Buy", or "Purchase" shall also mean "Lease". The term "purchase", purchased, "lease", or "leased" as used herein mean any written offer made by the Buyer for the purchase, option to purchase, exchange or lease of any real property which offer has been accepted by Seller. The term "Broker" shall also mean any real estate licensee affiliated with Broker.)*

**UNDERTAKING OF BROKER.** Broker shall be the exclusive agent for and shall represent Buyer in accordance with the requirements of the Real Estate Brokers Act(s) for the corresponding jurisdiction(s):

**UNDERTAKING OF BUYER.** Buyer(s) shall:

- o Work exclusively with Broker, view properties only with Broker and conduct all negotiations through Broker. Buyer shall not view properties at an open house or by and through the assistance of any other real estate licensee other than Broker.
- o Furnish Broker with accurate financial and personal information to reasonably establish Buyers ability to purchase the real property desired by Buyer, which information Buyer authorizes Broker to disclose to prospective sellers and agents of sellers.

**BROKERAGE & ADMINISTRATION FEES.** Buyer agrees to:

- Pay to Broker a fee in an amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) or THREE (3 %) of the purchase price *whichever is greater* for purchase of any real property during the term of this Agreement whether through the efforts of Broker, Buyer, other brokers or real estate licensees, or new homes sales associates.
- o Pay to Broker a fee in the amount of one month's rent or ten percent (10%) of the annual rental *whichever is greater* for the lease of any real property during the term of this Agreement whether through the efforts of Broker, Buyer or other brokers or real estate licensees.
- o Such fee as set forth in this paragraph shall also be paid to Broker by Buyer for any real property purchased by Buyer within \_\_\_\_\_ (\_\_\_\_) month(s) after the expiration or termination of this Agreement, if, during the term of this Agreement: (1) the availability of the property for purchase was made known to Buyer by Broker; or, (2) the property purchased by Buyer was shown to Buyer by Broker; or, (3) any negotiations for the purchase of the property were begun by Broker.
- Buyer agrees to pay Broker a non-refundable administration fee of \$ 395—, which is earned and payable at the successful ratification of a purchase agreement.

**TERM OF AGREEMENT.** This Agreement shall terminate on \_\_\_\_\_, \_\_\_\_\_ (this agreement is for 90 days unless a date is specified) unless extended in writing, or unless earlier terminated as herein provided. Subject to the obligation of the Buyer to pay a fee to Broker upon the termination of this Agreement as set forth above, **either party**, by giving written notice, may cancel this Agreement so that it will terminate at the end of ONE ( 1 ) calendar days from the date of receipt of such written notice. Written notice may be provided via electronic means.

**AUTHORIZATION TO RECEIVE COMPENSATION.** (Buyer/s to initial applicable provision) Broker IS (\_\_\_\_ / \_\_\_\_ ) or IS NOT (\_\_\_\_ / \_\_\_\_ ) authorized to receive and retain compensation offered by a Listing Broker or by the

Seller which compensation may be greater than the brokerage fee as specified in this Agreement. Broker shall credit the amount of compensation received by Broker from a Listing Broker or from the Seller against the brokerage fee due and payable by Buyer. Buyer agrees to pay the difference, if any, between the brokerage fees as specified in the "Brokerage and Administration Fees" and the amount of compensation that Broker obtains by offer from the Listing Broker or from the Seller. Buyer acknowledges and consents that in the event of the purchase of a property listed with Broker, the salesperson of Broker acting as the buyer's agent may receive an in-company bonus as provided in the "Disclosure of Financial Bonuses" paragraph of this agreement.

**SELLER BONUS.** In the event a Seller shall offer to pay a bonus to Broker in excess of the commission offered by the listing broker, Buyer expressly authorizes and consents to the receipt and retention by Broker of such additional bonus compensation in addition to the compensation as specified on page one of this agreement. Broker shall notify Buyer of any such bonus offered by Seller prior to showing the property to Buyer, if known by Broker at that time.

**DISCLOSURE OF FINANCIAL BONUSES.** Broker hereby discloses to Buyer that Broker may offer a financial bonus to licensees affiliated with Broker for the sale or lease of real property listed with Broker. Notwithstanding such financial bonus, Broker shall attempt to locate real property, which is available for purchase and suitable for purchase by the Buyer and made available through other real estate brokers.

**NOTICE TO BUYER.** Broker hereby advises Buyer that Sellers of property available for sale are not bound by the provisions of the real estate license law of Maryland and are not bound by the Code of Ethics of the National Association of REALTORS® (NAR). Sellers, in the event of multiple offers, are not prohibited by Maryland law or NAR Code of Ethics from disclosing the existence of any written offer you make to purchase Seller's property or the terms and conditions of your offer to other prospective interested purchasers. Accordingly, it is possible that the existence of your offer or the exact terms and conditions of your offer may be disclosed by the Seller to other purchaser(s) who may also be interested in purchasing the property.

**DUAL AGENCY REPRESENTATION.** Buyer acknowledges that Broker and Salespersons affiliated with Broker regularly list real property for sale and, in such capacity, represent the interest of the Seller of such property. In the event Buyer shall consider for purchase a property, which is listed with Broker, Buyer acknowledges that Broker will represent both Buyer and the Seller of the listed property. *Under no circumstance, however, shall an individual Salesperson licensed with the Broker represent both the Seller and the Buyer in connection with a property, which is also listed by that same Salesperson.* In such an event, Broker will be the Dual Agent, however, another Salesperson licensed with Broker will be appointed by Broker as the Intra-Company Agent on behalf of the Buyer and the listing agent will be the Intra-Company Agent on behalf of the Seller. For other properties listed with Broker where the Salesperson representing the Buyer is not the listing agent, the Broker will be the Dual Agent and the Salesperson representing the Buyer will be an Intra-Company Agent on behalf of the Buyer. An Intra-Company Agent on behalf of the Buyer will provide to the Buyer the same services as an exclusive agent of the Buyer including advising the Buyer as to the price and negotiation strategy.

Should Buyer elect to consider for purchase a property which is listed with Broker, the Broker shall advise Buyer of its listing of the property and, in such event, a Buyer will be provided with a Consent for Dual Agency form as prepared by the Maryland Real Estate Commission and in accordance Maryland law for the review and signature of Buyer.

Buyer acknowledges that Salespersons affiliated with Broker may be related by blood or marriage, or may have an employment, partnership, or other personal business relationship between and among each other. It is possible that the Salesperson acting as the Intra-Company Agent on behalf of Buyer may or will have such personal or business relationship with the Salesperson acting as the Intra-Company Agent on behalf of the Seller in the same transaction.

Notwithstanding such personal or business relationship, Buyer acknowledges and consents to such affiliated Salespersons to act as Intra-Company agents on behalf of their respective clients. Affiliated Salespersons, regardless of any such business or personal relationship shall represent their respective clients fully and completely and shall not disclose confidential information of the client except as otherwise required or permitted by law.

Notwithstanding the terms and conditions of Paragraph 7 of the Agreement, Buyer and Broker, in consideration of the premises and the mutual promises as herein contained, mutually agree as follows:

1. In the event Buyer should elect to consider for purchase a property which is listed with the Broker and for which property the real estate licenses representing the Buyer, in accordance with this Agreement ("Buyer Agent"), is also the listing agent for the property, or in the event Buyer should elect to consider for purchase a property which is personally owned by Broker or by any principal, partner, officer, director, employee or real estate licensee affiliated with Broker, the parties agree that:
  - a. Buyer Agent shall advise buyer, verbally, that Buyer Agent is also the listing agent for the property listed with Broker or the property is personally owned by any principal, partner, officer, director, employee or real estate licensee affiliated with Broker, which Buyer desires to view and consider for purchase; and
  - b. In such event, Buyer consents to and agrees that the Agreement shall be terminated as to such property for which Buyer Agent is the listing agent and that Buyer Agent and Broker in the showing of the property and subsequent negotiations and all other matters related to the purchase of the property by Buyer shall act solely and exclusively as the agent for and on behalf of the seller of said property and **NOT** as the agent or Intra-Company Agent for or on behalf of Buyer; and
  - c. Buyer shall have the election, in Buyer's sole and absolute discretion, to be unrepresented in the purchase of the property or to retain separate representation by another real estate licensee or attorney of Buyer's choice and at Buyer's sole cost and expense; and
  - d. Buyer Agent, except as otherwise required by law, shall not disclose to Seller of such property any confidential information as defined in the Maryland Real Estate Brokers Act obtained by Buyer Agent while representing Buyer.

**TERMINATION OF DUAL AGENCY.** In the event the Buyer or the Seller of a property listed with the Broker which Buyer shall desire to view or to consider for purchase shall withdraw Buyer's or Seller's prior authorization and consent for Broker to be Dual Agent as herein provided, by Seller's or Buyer's unwillingness to sign the required Consent for Dual Agency form, Buyer acknowledges that Broker shall not undertake to be a Dual Agent on behalf of both the Buyer and the Seller and Buyer expressly consents to and authorizes Broker to be the sole and exclusive agent of the Seller of said property. In such event, Broker shall not disclose to the Seller any confidential information obtained by Broker during the representation of the Buyer by Broker, except as otherwise required by law.

**LIMITATIONS AS TO BROKER'S UNDERTAKING.** Buyer acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other professional service provider. Buyer has been advised to seek independent professional advice for these and other such matters.

**LEGAL OBLIGATION OF BROKER.** Buyer acknowledges that Broker must at all times be fair and honest in dealings with all Sellers and Sellers' agents and must adhere to the Code of Ethics of the National Association of Realtors and all applicable federal, state and local law. Broker for Buyer will locate properties without regard to race, color, sex, religion, national origin, physical or mental handicap, or family status in compliance with Title VIII of the Civil Rights Act of 1968 and the Fair Housing Amendments of 1988 as well as all applicable state and local fair housing laws and regulations.

**PRIOR BUYER AGENCY AGREEMENT.** Buyer represents and warrants to Broker that Buyer has not entered into a written exclusive Buyer Agency Agreement with any other real estate broker or real estate agent which agreement remains in effect as of the date of this Agreement or which could obligate Buyer to pay compensation to any real estate broker or real estate agent other than Broker.

**MINISTERIAL ACTS.** Buyer authorizes and consents to Broker providing ministerial acts as defined by the Maryland Real Estate Brokers Act on behalf of others.

**COURT COSTS AND LEGAL FEES.** In the event Broker shall prevail in any legal action, including litigation, against Buyer to collect all or any part of the brokerage fee due to Broker from Buyer under the terms of this Agreement, Buyer agrees to pay, reimburse, indemnify, and hold harmless Broker for all costs and expenses, included but not limited to,

reasonable attorney's fees, which Broker incurs or becomes obligated to pay in any legal action to collect the brokerage fee owed by Buyer.

**VOLUNTARY MEDIATION.** In the event a dispute between Buyer and Broker arises out of this Agreement or the transaction which is the subject of this Agreement, Buyer and Broker acknowledge that such dispute may be voluntarily submitted to mediation through the Local Board/Association of Realtors (if available), the State Association of Realtors, or through such other mediator or mediation services as mutually agreed upon by Buyer and Broker, in writing. Mediation is a process by which the parties attempt to resolve a dispute with the assistance of a neutral mediator who is trained to facilitate the resolution of disputes. The mediation process requires the voluntary participation by both Buyer and Broker. The mediator has no authority to make an award, to impose a resolution of the dispute upon the parties or to require the parties to continue mediation if either party does not desire to do so. A resolution of a dispute through mediation is not binding upon the parties unless the parties enter into a written agreement resolving the dispute.

**CRIMINAL ACTIVITY AND SEXUAL OFFENDERS.** Before submitting an offer to purchase or lease real property, Buyer should contact the state, county or municipal police departments in which the property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the property or the presence of registered sexual offenders who live or work within the vicinity of the property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing any offer to purchase or lease real property. Buyer further acknowledges that Broker has no duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of any real property which Buyer shall elect to purchase or lease.

**ENTIRE AGREEMENT AND MODIFICATION OF AGREEMENT.** This agreement contains the full, final and entire agreement between Buyer and Broker, each of whom acknowledges receipt of a copy of this Agreement. This Agreement may not be amended or modified, except in writing, signed by Buyer and Broker.

\_\_\_\_\_  
Buyer/Tenant

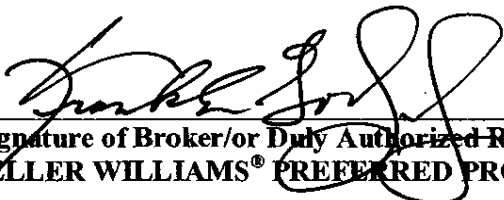
\_\_\_\_\_  
Date

\_\_\_\_\_  
(Buyer/Tenant Address)

\_\_\_\_\_  
Buyer/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Buyer/Tenant Address)

  
\_\_\_\_\_  
(Signature of Broker/or ~~Duly Authorized Representative of Broker~~)  
KELLER WILLIAMS® PREFERRED PROPERTIES

\_\_\_\_\_  
Date

(Revised July 9, 2007)



Prince George's County Association of REALTORS®, Inc.

FINANCIAL INFORMATION SHEET

This information is presented with the understanding that it may be used as a basis for the acceptance of a contract by the seller. The undersigned hereby authorizes the agent to disclose to the seller, seller's agents, dual agents, cooperating agents and any lender all or any portion of the information sheet. Any misrepresentations, fraudulent entries and/or omissions on this form, which may adversely affect the Buyer's ability to qualify for a loan, may be used as a basis for legal action.

Buyer (Full Name) \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Residence Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

Present Address \_\_\_\_\_

Years at Present Address \_\_\_\_\_ Own \$ \_\_\_\_\_ PITI or Rent \$ \_\_\_\_\_ Per Month

Previous Address \_\_\_\_\_

Occupation (Position & Title) \_\_\_\_\_ # of Years \_\_\_\_\_

Place of Employment (Name & Address) \_\_\_\_\_

Previous Employer (Name & Address) \_\_\_\_\_ # of Years \_\_\_\_\_

Co-Buyer (Full Name) \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Residence Phone \_\_\_\_\_ Business Phone \_\_\_\_\_ Other \_\_\_\_\_

Present Address \_\_\_\_\_

Years at Present Address \_\_\_\_\_ Own \$ \_\_\_\_\_ PITI or Rent \$ \_\_\_\_\_ Per Month

Previous Address \_\_\_\_\_

Occupation (Position & Title) \_\_\_\_\_ # of Years \_\_\_\_\_

Place of Employment (Name & Address) \_\_\_\_\_

Previous Employer (Name & Address) \_\_\_\_\_ # of Years \_\_\_\_\_

GROSS ANNUAL INCOME:		Buyer	Co-Buyer		
Base Salary:	\$	_____	\$	_____	Buyer self-employed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Overtime:	\$	_____	\$	_____	Co-Buyer self-employed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bonuses:	\$	_____	\$	_____	Are all buyers First Time MD Home Buyers?
Commissions:	\$	_____	\$	_____	*See Below for details
Dividends:	\$	_____	\$	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
Net Rental Income:	\$	_____	\$	_____	Do all Buyers intend to occupy this property?
Other:	\$	_____	\$	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No Details: _____
	\$	_____	\$	_____	# of Dependents _____
TOTAL	\$	_____	\$	_____	Details: _____

ASSETS:

Present Residence (if owned): Mkt. Value \$ \_\_\_\_\_ Mtg. Balance(s) \$ \_\_\_\_\_ Lender(s) \_\_\_\_\_

Checking \$ \_\_\_\_\_ Bank \_\_\_\_\_

\$ \_\_\_\_\_ Bank \_\_\_\_\_

Savings \$ \_\_\_\_\_ Bank \_\_\_\_\_

\$ \_\_\_\_\_ Bank \_\_\_\_\_

Credit Union \$ \_\_\_\_\_ Bank \_\_\_\_\_

Stocks \$ \_\_\_\_\_ Bonds \$ \_\_\_\_\_ Life Insurance-Cash \$ \_\_\_\_\_ Face Value \$ \_\_\_\_\_

Other Assets: (Specify) \_\_\_\_\_

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**LIABILITIES:** (Outstanding obligations including auto, mortgage(s), credit card(s), personal loan(s) and/or cosigned loans and all other obligations.)

Type	Creditor's Name	Unpaid Balance	Payoff Date	# of Payments Remaining	Monthly Payment
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
<b>TOTAL</b>		\$ _____	_____	_____	\$ _____

Additional Monthly Obligations: Alimony \$ \_\_\_\_\_ Child Support \$ \_\_\_\_\_ Child Care \$ \_\_\_\_\_

**USE SECOND PAGE FOR DETAILS OR ADDITIONS**

- Has any buyer ever declared bankruptcy?  Yes  No If yes, explain on second page.
- Are there any outstanding judgments, lawsuits or tax liens current:  Yes  No Amount \$ \_\_\_\_\_  
(If yes, use reverse side for details.)
- Are you aware of any factors or conditions that could adversely affect any buyers ability to obtain a mortgage loan?  Yes  No  
(If yes, use reverse side for details.)
- Is any part of the down payment or settlement costs being obtained from a source other than from assets listed above?  Yes  No  
(If yes, use reverse side for details.)

I (we) certify that I (we) are over the age of majority and that the above information is true and accurate to the best of my (our) knowledge and by my (our) signature(s) acknowledge receipt of this financial information sheet.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Co-Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* First-time Maryland home buyer means an individual who has never owned in the State, residential real property that has been the individual's principal residence, which will be occupied by the buyer as the buyer's principal resident. The buyer can also be a co-maker or guarantor of a purchase money mortgage or deed of trust so long as the co-maker or guarantor will not occupy the residence.

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**KELLER WILLIAMS PREFERRED PROPERTIES****Affiliated Business Arrangement Disclosure Statement**To: Buyer(s) AND Seller(s)

From: Keller Williams Preferred Properties

Date: \_\_\_\_\_

Property: \_\_\_\_\_

This is to give you notice that KELLER WILLIAMS PREFERRED PROPERTIES has a business relationship with FIRST RATE TITLE & ESCROW, LLC (9701 Apollo Drive, Upper Marlboro, MD 20774 Suite 451, Phone: (240) 737-8100, Fax: (240) 737-8101). The owners of Upper Marlboro Preferred Properties d/b/a Keller Williams Preferred Properties hold an ownership interest in First Rate Title & Escrow, LLC. Because of this relationship, this referral may provide Keller Williams Preferred Properties and/or its owners with a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use First Rate Title & Escrow as a condition of the settlement of your loan, purchase, sale, or refinancing 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.

**MARYLAND & VIRGINIA BUYER'S FEES**

Settlement Fee:	\$250.00
Title Examination Fee:	\$225.00
Title Search/Abstract:*	\$185.00 (Average cost of full search for lot and block in subdivision, plus copies)
Binder Fee:	\$75.00
Survey Fee:*	\$200.00 (Average cost of house location survey, boundary surveys are additional)
Title Insurance:**	\$4.50/1,000 of sale price for Owner \$2.50/1,000 of loan amount for Lender
Recording Fee & Service:	\$140.00
Copies, email, fed-ex, misc.	\$30.00

\* This is a third party fee and does not go to First Rate Title &amp; Escrow

\*\* This is a shared fee.

**MARYLAND & VIRGINIA SELLER'S FEES**

Settlement Fee:	\$250.00
Deliver Payoff:	\$30.00 Each
Obtain/Prepare Release:	\$150.00 Each
Record Release @ County Clerk's Office:	\$55.00 Each

Revised: 4/30/2008

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**WASHINGTON, DC BUYER'S FEES**

Settlement or Closing fee: \$250.00  
 Title Examination Fee: \$325.00  
 Title Search/Abstract:\* \$250.00 (Average cost of full search for lot and block in subdivision, plus copies)  
 Binder Fee: \$95.00  
 Survey:\* \$200.00 (Average cost of house location survey, Boundary surveys are additional)  
 Title Insurance \*\* \$5.70/1,000.00 of sales price for Owner.  
 \$4.75/1,000.00 of loan amount for Lender.  
 Recording Fee of Deed: \$45.50  
 \$200.00 New Mortgage  
 (May vary based on number of pages)  
 Copies, email, misc. fees \$30.00

\* This is a third party fee and does not go to First Rate Title & Escrow.

\*\* This is a shared fee.

**WASHINGTON, DC SELLER'S FEES**

Settlement Fee: \$250.00  
 Deliver Payoff: \$30.00 Each  
 Obtain/Prepare Release: \$150.00 Each  
 Record Release @ DC Treasurer: \$30.00 Each

***FIRST RATE TITLE & ESCROW WILL MATCH A  
 COMPETITOR'S BONAFIDE WRITTEN ESTIMATE***

**ACKNOWLEDGMENT**

I/We have read this disclosure form, and understand that Keller Williams Preferred Properties may refer me/us to the above-described settlement service(s) from First Rate Title & Escrow and that Keller Williams Preferred Properties and/or its owners may receive a financial or other benefit as the result of this referral.

_____	_____
Buyer Signature	Date
_____	_____
Buyer Signature	Date
_____	_____
Seller Signature	Date
_____	_____
Seller Signature	Date

US Department of Housing  
and Urban Development (HUD)  
Federal Housing Administration

OMB Approval No: 2502-0538  
(exp. 06/30/2006)

# For Your Protection: Get a Home Inspection

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

Property Address \_\_\_\_\_

## Why a Buyer Needs a Home Inspection

A home inspection gives the buyer more detailed information about the overall condition of the home prior to purchase. In a home inspection, a qualified inspector takes an in-depth, unbiased look at your potential new home to:

- evaluate the physical condition: structure, construction, and mechanical systems
- identify items that need to be repaired or replaced
- estimate the remaining useful life of the major systems, equipment, structure, and finishes

## Appraisals are Different from Home Inspections

An appraisal is different from a home inspection. Appraisals are for lenders; home inspections are for buyers. An appraisal is required for three reasons:

- to estimate the market value of a house
- to make sure that the house meets FHA minimum property standards/requirements
- to make sure that the house is marketable

## FHA Does Not Guarantee the Value or Condition of your Potential New Home

If you find problems with your new home after closing, FHA can not give or lend you money for repairs, and FHA can not buy the home back from you.

**I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.**

\_\_\_\_\_ I/We choose to have a home inspection performed.

\_\_\_\_\_ I/We choose not to have a home inspection performed.

## Radon Gas Testing

The United States Environmental Protection Agency and the Surgeon General of the United States have recommended that all houses should be tested for radon. For more information on radon testing, call the National Radon Information Line at 1-800-SOS-Radon (1-800-644-6999). As with a home inspection, if you decide to test for radon, you may do so before signing your contract, or you may do so after signing the contract as long as your contract states the sale of the home depends on your satisfaction with the results of the radon test.

## Be an Informed Buyer

It is your responsibility to be an informed buyer. Be sure that what you buy is satisfactory in every respect. You have the right to carefully examine your potential new home with a qualified home inspector. You may arrange to do so before signing your contract, or may do so after signing the contract as long as your contract states that the sale of the home depends on the inspection.

X

Signature & Date

X

Signature & Date



## Some Information Relative to the Purchase of Real Estate For use in Montgomery County and the District of Columbia

**This information is to assist Buyers in the purchase of residential real property. The contents are not all-inclusive and are provided for informational purposes only.**

1. **Legal Requirements:** All contracts for real property are required to be in writing to be legally enforceable. There is a "Maryland Association of Realtors (tm) Residential Contract of Sale" (MAR) for use in Maryland or the "Regional Sales Contract" (Regional) for use in Maryland and the District of Columbia. Appropriate jurisdictional addenda are required with each contract. Buyers have the right to have legal counsel review these forms. All written offers are to be presented to the Seller.
2. **Agency Relationships:** Buyers must be provided a written disclosure about agency relationships on forms specified by the State of Maryland and/or the District of Columbia, as applicable. If Buyers desire to have an agent represent them, they must have 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. The District of Columbia recognizes age, marital status, physical handicap, sexual orientation, family responsibilities, matriculation, political affiliation, source of income, place of residence or business, and personal appearance as protected classes in addition to the federal protected classes. Maryland recognizes marital status, physical/mental handicap, and sexual orientation as protected classes in addition to the federal protected classes. In Montgomery County, protected classes in addition to those of federal and the State of Maryland include source of income, age and ancestry.
4. **Land Use:** Land uses may be restricted 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. Information may be procured through government agencies and a title search for recorded land use restrictions prior to making an offer to ascertain how such restrictions may impact use of the property.
5. **Property Taxes:** (A) **Tax Bill Increases.** Your property tax bill could substantially increase following transfer of title. For owner occupied properties, both Maryland and the District of Columbia have programs which limit the amount that taxes on real property can increase from one year to the next. Once the property transfers to a new owner, these limits are removed for the fiscal year following transfer of title, which may result in a significant increase in the tax bill. (B) **Right of Appeal.** You have the right to appeal the next year's property tax assessment within strict timeframes following transfer of title. For more information on property taxes, appealing assessments, and the availability of tax credits, contact the Maryland State Department of Assessments and Taxation and/or the Montgomery County Department of Finance for Maryland properties, or the Office of Tax and Revenue for District of Columbia properties.
6. **Inspections:** Buyers may include in their purchase 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), polybutelene pipes, and synthetic stucco (EIFS). Other factors may include contaminated groundwater, nearby landfills and other disposal sites, industrial sites, and noxious air or aircraft over 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 can obtain information from a home inspection specialist, environmental specialists, the U.S. Environmental Protection Agency, the Maryland Department of the Environment, U.S. Army Corps of Engineers, Maryland-National Capital Park and Planning Commission, District of Columbia Department of the Environment and other governmental agencies.

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7. **Mold:** The Listing Broker may list properties and the Selling Broker may show properties that contain mold. Molds are a type of fungus, some of which may potentially cause harm to humans. The Brokers are not experts with regard to mold or the health effects of mold exposure. Accordingly, if the Buyer has a concern, it is the responsibility of the Buyer to retain appropriate professionals to inspect property that the Buyer may purchase to determine the presence of any mold.
8. **Financing:** Mortgage rates and fees vary with financial institutions and fluctuations in the market. Buyers have the right to select the lender and the right to negotiate the terms of their financing and the conditions of their loan. Consult lenders or visit the following web sites for first time home buyer and other special programs, [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov) or [www.dc.gov](http://www.dc.gov) in the District of Columbia.
9. **Warranty:** A number of companies provide home warranties/service contracts on systems, appliances, etc. Agents can provide information on companies that provide such service.
10. **Homeowner's Insurance:** Homeowner 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. Buyer should consult insurance carriers as soon as possible.
11. **Criminal Activity and Sexual Offender:** Buyer may contact the state, county or municipal police departments in which the Property is located or check the Maryland Department of Public Safety and Correctional Services website or the District of Columbia Police Department website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of a property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing a contract. Buyer shall have no right to cancel a contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of a property. 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 any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property

#### SPECIFIC TO DISTRICT OF COLUMBIA

12. **Property Condition Disclosure:** With limited exceptions, Sellers are required by law to provide Buyers with a standard property condition disclosure prior to or at the time of ratification of a sales contract. Should such disclosure not be provided, the Buyer shall have the right to void said contract. The disclosure is not a substitute for an inspection by an engineer, home inspection specialist or environmental firm, and Buyers may wish to obtain such an inspection. Note that even without such disclosure the Seller is obligated to disclose known material defects.
13. **Homeowner's Associations, Condominiums, Cooperatives Disclosure:** In the case of a condominium unit resale, the Seller must provide the Buyer with the Condominium Instruments and Certificate ("information package") on or prior to the tenth business day following ratification of the Contract. The Buyer is entitled to a mandatory review period of three business days following receipt of the information package, during which time the Buyer will have the right to void the contract. Should the Seller fail to deliver the Instruments and Certificate to the Buyer within ten business days of ratification, the Buyer shall have the option to void the contract at anytime thereafter until the time of settlement but no later than 3 business days following actual receipt of the information package as outlined above. This right cannot be waived. If a property is part of a cooperative or a development which has the right to impose a mandatory fee, the Buyer can request the Seller, as part of the contract, to provide relevant information. Such information may include, but is not limited to, the specific fees involved as well as a package of covenants, restrictions, bylaws and financial information.
14. **Tenancy Rights:** If a property is tenant occupied, the tenants qualify under the Tenant Opportunity to Purchase Act to match a bona fide offer by a third party. It is important to understand the complexities of a tenant-occupied sale prior to making an offer.
15. **Transfer and Recordation Fees:** The DC Recordation Tax is the responsibility of the Buyer, and DC Transfer Tax is the responsibility of the Seller, unless otherwise negotiated in the sales contract.

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**16. The Domestic Partnership Equality Amendment Act of 2006:** DC Code Section 15-502, states that "A mortgage, deed of trust, assignment for the benefit of creditors, or bill of sale upon exempted articles is not binding or valid unless it is signed by the spouse or domestic partner of a debtor who is living with his or her spouse or domestic partner." A domestic partnership must be registered with the DC Department of Health. It will be the responsibility of the buyer to ensure compliance with their lender's requirements and any impact this law may have thereon.

**SPECIFIC TO MONTGOMERY COUNTY**

**17. Government Regulations Disclosure:** Sellers are required to disclose to the best of their knowledge specific facts relevant to, or affecting any property, whether imposed by law or regulation or any common law principle. Completed and signed "Government Regulations, Easements and Assessments Disclosure and Addendum" shall be available prior to making a purchase offer and is required to be part of the sales contract.

**18. Property Condition Disclosure/Disclaimer:** Buyers are entitled, with limited exceptions, to receive the completed Maryland Residential Property Disclosure or Disclaimer Statement. The Seller has the option whether to disclose or disclaim. The disclosure portion of the form requires the Seller to provide information, of which the Seller has actual knowledge regarding the condition and age of various systems and the structure, and information about factors which impact the property. A Seller's execution of the disclaimer portion of the form does not mean the sale is "as is." The Disclosure/Disclaimer form states that the property conveys "as is" except as provided in the sales contract. The Disclosure is not a substitute for an inspection.

**19. Land Use Plans:** Properties may have special restrictions on land uses and physical changes. Buyers may review the County master plan, adopted amendments, and approved official maps showing planned land uses, roads, and highways, parks and other public facilities and any applicable municipal plan to understand how recorded covenants, easements, zoning, subdivision regulations, County historic preservation regulations, environmental laws, planned land uses, road or highway right of ways, local restrictions, statutes, or other regulations affect a particular property. County master plans can be viewed at the Maryland-National Capital Park and Planning Commission, 8787 Georgia Avenue, Silver Spring, MD 20910. Local/municipal plans are available at the municipal offices. For a list of municipalities, their telephone numbers and web sites, go to the Resources link on [www.gcaar.com](http://www.gcaar.com) or to [www.montgomerycountymd.gov](http://www.montgomerycountymd.gov).

**20. Transfer and Recordation Fees:** 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 law waives the Buyer's portion of the State transfer tax.

**21. Homeowner's Associations, Condominiums, Cooperatives and Developments with Restrictions:** If a property is part of a condominium, cooperative or a development which has rights, such as but not limited to, the right to impose a mandatory fee, the Buyer will be provided a package of covenants, restrictions, by laws and financial information as well as a mandatory review period.

I/we acknowledge receipt of this notice from FRANK E GODFREY, JR (Agent), affiliated with KELLER WILLIAMS REALTY (Broker)

Phone(s): (240) 737-5000

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

Signature \_\_\_\_\_ Signature \_\_\_\_\_

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# Miscellaneous Costs to Purchase

## What Are the Fees For?

### Transaction Management Fee

This fee is paid to KELLER WILLIAMS PREFERRED PROPERTIES for the administrative processing of your transaction. The fee includes escrow management, transaction management, courier fees, overnight fees, fax fees, utility conversion services, property showing fees, property showing expenses, contractor coordination services, and inspection coordination fees. The fee is not paid until settlement.

### Appraisal

The appraisal fee is a mandatory fee that is paid to the mortgage company for the appraisal of the property you are buying. This fee is paid upfront and is non-refundable.

### Homeowner's Insurance

Homeowner's insurance must be paid prior to you closing the transaction. The mortgage company requires that you insure the property for a full year in advance before closing on the property. Homeowner's insurance protects you if the property is ever damaged by fire, vandalism, theft, and other unnatural causes.

### Home Inspection Fee

As a buyer, you have the right to select the home inspection company of your choice. This fee is paid to the home inspector for providing an independent home inspection and is due at the time of inspection. (Fee can vary by company and home purchase price.)

### Re-Inspection

As a buyer, the only way to be as sure as possible that the Seller has made the requested repairs correctly, is to have the home inspector who inspected your property, come back for a re-inspection. This fee is due and payable at the time of the re-inspection.

### Credit Report

The credit report fee is paid to the mortgage company upfront and allows the mortgage company to pull a full-blown mortgage credit report on you to determine credit worthiness.

### Earnest Money Deposit

An earnest money deposit is a deposit made by the potential homebuyer to show that he or she is serious about buying the house. Deposits are placed into escrow accounts as required by law. Your deposit will be credited to you at settlement.

## Disclosure of Miscellaneous Costs to Purchase

<b>Transaction Mgmt. Fee (paid at closing)</b>	\$395.00
<b>Appraisal (paid to lender at loan app.)</b>	\$400.00
<b>Credit Report (per Applicant-paid at loan app.)</b>	\$70.00
<b>Home Inspection</b>	\$250.00
<b>Pre-Settlement Walkthrough Re-Inspection</b>	\$100.00
<b><u>Homeowner's Insurance</u></b>	<b><u>\$700.00</u></b>
<b>Total</b>	<b>\$1,915.00</b>

### Earnest Money Deposits

In a normal transaction involving resale properties, your deposit will be a minimum of **\$1,000.00**, which can be paid in a lump sum or in increments of \$500.00. Some sellers prefer to see earnest money deposits of 1% of the sales price. In most cases, \$1,000 is sufficient.

When buying a HUD home, your deposit must be \$500.00 for sales prices under \$50,000. For sales prices above \$50,000 your deposit must be \$1,000. Your deposit must be in the form of certified funds.

When buying VA foreclosures, your deposit must be 1% of the sales price in the form of certified funds.

All deposits are due at the time the contracts are written or bids are submitted.

**By signing below, I acknowledge a copy of this disclosure and I am aware that I am responsible for paying the above referenced fees.**

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Frank E. Godfrey, Jr.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date