



STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

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

Agents Who Represent the Seller

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

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

Agents Who Represent the Buyer

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

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

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

Dual Agents

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

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

If either party does not agree to dual agency, the real estate company may withdraw the agency agreement for that particular property with either the buyer or seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

No matter what type of agent you choose to work with, you have the following rights and responsibilities in selling or buying or renting property:

>Real estate agents are obligated by law to treat all parties to a real estate transaction honestly and fairly. They must exercise reasonable care and diligence and maintain the confidentiality of clients. They must not discriminate in the offering of properties; they must promptly present each written offer or counteroffer to the other party; and they must answer questions truthfully.

>Real estate agents must disclose all material facts that they know or should know relating to a property. An agent's duty to maintain confidentiality does not apply to the disclosure of material facts about a property.

>All agreements with real estate agents should be in writing and should explain the duties and obligations of the agent. The agreement should explain how the agent will be paid and any fee-sharing agreements with other agents.

>You have the responsibility to protect your own interests. You should carefully read all agreements to make sure they accurately reflect your understanding. A real estate agent is qualified to advise you on real estate matters only. If you need legal or tax advice, it is your responsibility to consult a licensed attorney or accountant.

Any complaints about a real estate agent may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6200.

This notice is information required by law and is NOT A CONTRACT

We, the Sellers/Landlord Buyers/Tenants acknowledge receipt of a copy of this disclosure and

that KELLER WILLIAMS PREFERRED PROP. (firm name)

And FRANK E. GODFREY, JR. (salesperson) are working as:

- Seller/landlord's agent
 - Cooperating agent
 - Buyer's agent
 - Dual agent (See Consent for Dual Agency form)
- (you may check more than one box)

Signature _____ Date _____ Signature _____ Date _____

I certify that on this date I made the required agency disclosure to the individuals identified below and they were unable or unwilling to acknowledge receipt of a copy of this disclosure statement.

Signature of agent _____ Date _____

Name of individual to whom disclosure was made _____

Name of individual to whom disclosure was made _____



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:

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

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

Your Choices Concerning Dual Agency

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

1. Consent in writing to dual agency. If all parties consent in writing, the real estate company (the "dual agent") will assign one real estate agent from the company to represent the seller or landlord (the seller's "intra-company agent") and another agent from the company to represent the buyer or tenant (the buyer's "intra-company agent"). Intra-company agents may provide the same services to their clients as an exclusive seller's or buyer's agent, including advising their clients as to price and negotiation strategy.

2. Do not consent to Dual Agency. If either the buyer or the seller, or landlord or tenant, refuses to consent in writing to dual agency, the real estate company must terminate the agency agreement for that particular property with either the buyer or the seller, or both. If the seller's agreement is terminated, the seller must then either represent him or herself or arrange to be represented by an agent from another real estate company. If the buyer's agreement is terminated, the buyer or tenant may choose to enter into a written buyer agency agreement with an agent from a different company. Alternatively, the buyer or tenant may choose not to be represented by an agent of his or her own but simply to receive assistance from the seller's agent, from another agent in that company, or from a cooperating agent from another company.

Important Considerations Before Making a Decision About Dual Agency

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

Duties of a Dual Agent and Intra-Company Agent

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

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

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

How Dual Agents Are Paid

Only the dual agent receives compensation on the sale of a property listed by that company.

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

I have read the above information, and I understand the terms of the dual agency. I understand that I do not have to consent to a dual agency, and that if I do not consent, there will not be a dual agency. I hereby voluntarily consent to have **KELLER WILLIAMS PREFERRED PROPERTIES** act as dual agent for me as the:

(Firm Name)

seller in the sale of the property at: _____

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

Signature	Date	Signature	Date
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AFFIRMATION

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

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

Signature	Date	Property Location
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Signature	Date
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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	Buyer self-employed?	Co-Buyer self-employed?
Base Salary:	\$	_____	\$	_____	_____
Overtime:	\$	_____	\$	_____	_____
Bonuses:	\$	_____	\$	_____	_____
Commissions:	\$	_____	\$	_____	_____
Dividends:	\$	_____	\$	_____	_____
Net Rental Income:	\$	_____	\$	_____	_____
Other:	\$	_____	\$	_____	_____
TOTAL	\$	_____	\$	_____	_____

Yes No Yes No
 Are all buyers First Time MD Home Buyers?
 *See Below for details
 Yes No
 Do all Buyers intend to occupy this property?
 Yes No Details: _____
 # of Dependents _____
 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
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
_____	_____	\$ _____	_____	_____	\$ _____
TOTAL		\$ _____	_____	_____	\$ _____

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

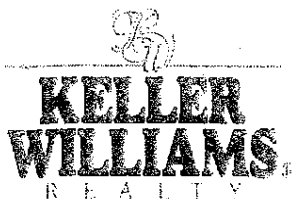
Co-Buyer

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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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

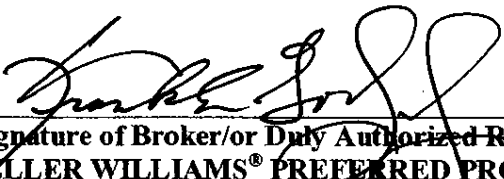
Date

(Buyer/Tenant Address)

Buyer/Tenant

Date

(Buyer/Tenant Address)



(Signature of Broker/or Duty Authorized Representative of Broker)
KELLER WILLIAMS® PREFERRED PROPERTIES

Date

(Revised July 9, 2007)

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 & 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

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

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

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.

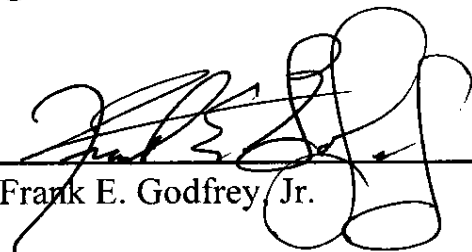
When buying a HUD home, your deposit must be \$500.00 for sales prices under \$50,000. For sales prices above \$50,000 your deposit must be \$1,000. Your deposit must be in the form of certified funds.

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