



**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 01/01/00 to Exclusive Right to Sell Brokerage Agreement  
dated \_\_\_\_\_, between Owner(s) Philip F. Perreault  
and Broker \_\_\_\_\_  
for Property known as 36 S. Parke Street, Aberdeen, MD, 21001

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

**INCLUDED**

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # 4
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

**INCLUDED**

- Exhaust Fan(s) # \_\_\_\_\_
- Exist. W/W Carpet UNIT 4
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # \_\_\_\_\_
- w/remote(s) # \_\_\_\_\_
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

**INCLUDED**

- Pool, Equip. & Cover
- Refrigerator(s) # 5
- w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # \_\_\_\_\_
- Storm Doors
- Storm Windows
- Stove or Range 5
- T.V. Antenna

**INCLUDED**

- Trash Compactor
- Wall Oven(s) # \_\_\_\_\_
- Water Filter
- Water Softener
- Window A/C Unit(s)  
# \_\_\_\_\_
- Window Fan(s)  
# \_\_\_\_\_
- Wood Stove

ADDITIONAL INCLUSIONS (Specify):  
\_\_\_\_\_

EXCLUSIONS (Specify):  
\_\_\_\_\_

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

- Water Supply:  Public  Well  
 Sewage Disposal:  Public  Septic  
 Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  
 Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
 Air Conditioning:  Gas  Elec.  Other N/A

Philip F. Perreault 10-29-09  
Owner Philip F. Perreault Date Owner Date

©Copyright 2005 Maryland Association of REALTORS® Inc. For use by REALTOR® members of the Maryland Association of REALTORS® only. Except as negotiated by the parties to the Contract, this form may not be altered or modified in any form without the prior expressed written consent of the Maryland Association of REALTORS® Inc.





# MARYLAND PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 136 256 S. Parke Street

Aberdeen, MD 21001

Legal Description: \_\_\_\_\_

## NOTICE TO SELLER AND PURCHASER

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

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

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

How long have you owned the property? 3 years

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

Water Supply	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic System approved for _____ (# bedrooms)	
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Dishwasher	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other _____
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric <input type="checkbox"/> Heat Pump Age _____ <input type="checkbox"/> Other <u>N/A</u>
Hot Water	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric Capacity <u>50</u> Age <u>4</u> <input type="checkbox"/> Other _____

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems:  Yes  No  Unknown *Stone*

COMMENTS: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply *HAS french drain*

COMMENTS: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
Type of roof \_\_\_\_\_ Age: \_\_\_\_\_

Is there any existing fire retardant treated plywood?  Yes  No  Unknown  
COMMENTS: \_\_\_\_\_

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: \_\_\_\_\_

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: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
COMMENTS: \_\_\_\_\_

Will the smoke detectors provide an alarm in the event of a power outage?  Yes  No  Does Not Apply  
COMMENTS: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly?  Yes  No  Unknown  Does Not Apply  
When was the system last pumped? Date: \_\_\_\_\_  
COMMENTS: \_\_\_\_\_

10. Water Supply: Any problem with water supply?  Yes  No  Unknown  
COMMENTS: \_\_\_\_\_

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  
COMMENTS: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
COMMENTS: \_\_\_\_\_

Are gutters and downspouts in good repair?  Yes  No  Unknown *NEW Gutters + Downspouts + soffits*

COMMENTS: \_\_\_\_\_



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 236 S. Parke Street Aberdeen, MD 21001 Property Address

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed after January 1, 1978. (If initialed, complete section V only.)
Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

- a. Presence of lead-based paint and/or lead-based paint hazards (initial and complete (i) or (ii) below):
(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)
(ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
b. Records and reports available to the Seller (initial and complete (i) or (ii) below):
(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser initial and complete items c, d, e and f. below)

- c. Purchaser has read the Lead Warning Statement above.
d. Purchaser has received copies of all information listed above. (if none listed, check here.)
e. Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
f. Purchaser has (each Purchaser initial (i) or (ii) below):
(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.
(ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

IV. Agent's Acknowledgment (initial item 'g' below)

- g. Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

V. 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.

Seller: Phil D. Renault, Date: 10-29-09

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

Seller: \_\_\_\_\_ Date: \_\_\_\_\_
Agent: Tony O. Stappert, Date: 10/28/09

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

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



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: \_\_\_\_\_

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 **OLD OIL TANK IN BASEMENT**

If yes, specify below.

COMMENTS: \_\_\_\_\_

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: **IN BASEMENT NEAR Boiler + HW HEATER**

16. Are there any zone 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: \_\_\_\_\_

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: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Homeowners Association or any other type of community association?

Yes  No  Unknown If yes, specify below.

COMMENTS: \_\_\_\_\_

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

Yes  No  Unknown

COMMENTS: \_\_\_\_\_

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

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

Owner Philip F Perreault Date 10-29-09

Owner \_\_\_\_\_ 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 Section 10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

# MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

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

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

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Owner \_\_\_\_\_ 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 Section 10-702 of the Maryland Real Property Article.

Purchaser \_\_\_\_\_ Date \_\_\_\_\_  
Purchaser \_\_\_\_\_ Date \_\_\_\_\_

*Handwritten signature: Philip + Patricia*





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 the particular property to a particular buyer.

### 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.

### 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 exclusive seller's or buyer's agents, 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 the dual agency, the real estate company must terminate 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 from 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.

## 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 the 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 a 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 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 \_\_\_\_\_ Long & Foster Real Estate, Inc. \_\_\_\_\_ act as dual agent for me as the:  
(Firm Name)

seller in the sale of the property at: 136 S. Parke Street \_\_\_\_\_ Aberdeen, MD 21001 \_\_\_\_\_

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

Philip F. Bonnett \_\_\_\_\_ 10-28-09 \_\_\_\_\_  
Signature Date Signature Date

### AFFIRMATION

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

\_\_\_\_\_  
Signature Date Signature Date

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

\_\_\_\_\_  
Signature Date \_\_\_\_\_  
236 S. Parke Street  
Aberdeen, MD 21001  
Property Location

\_\_\_\_\_  
Signature Date



LF1732

