



Montgomery County Jurisdictional Addendum to MAR Sales Contract (Required for Use with MAR Residential Sales Contract)

The Contract of Sale dated _____ between _____
 _____ (Buyer) and _____
 _____ (Seller) for the purchase of the real property located at
 Address _____ Unit # _____
 City _____ State _____ Zip Code _____, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot _____ Block/Square _____
 Section _____ Subdivision/Project Name _____
 Tax Account # _____ is hereby amended by the incorporation of this Addendum, which shall supersede
 any provisions to the contrary in this Contract.

1. **MASTER PLAN DISCLOSURES:** A or B required; use A unless Property is in the City of Rockville corporate limits.

A. Montgomery County

Buyer has the right to examine, prior to signing this Contract, the applicable County Master Plan and any municipal land use plan for the area in which the Property is located and any adopted amendment to either plan, and approved official maps showing planned land uses, roads and highways, parks and other public facilities affecting the Property contained in the plan. By signing this Addendum, Buyer acknowledges the following:

- 1) Seller has offered Buyer the opportunity to review the applicable Master Plan and municipal land use plan and any adopted amendment;
- 2) Seller has informed Buyer that amendments affecting the plan may be pending before the Planning Board or the County Council or a municipal planning body;
- 3) Buyer has reviewed each plan and adopted amendment or does hereby waive the right to review each plan and adopted amendment; and
- 4) Buyer understands that to stay informed of future changes in County and municipal land use plans, Buyer should consult the Planning Board and the appropriate municipal planning body.

 Buyer

 Buyer

-OR-

B. City Of Rockville

Buyer acknowledges that Buyer has been afforded the opportunity to examine the Approved and Adopted Land Use Plan Map portion of the plan for the City of Rockville and all amendments to said Map (hereinafter referred to as the "Plan"). Buyer further acknowledges that Seller's real estate agent has provided said opportunity to examine the Plan by either producing and making available for examination a copy of the Plan or escorting Buyer to a place where the Plan is available for examination by Buyer. Buyer acknowledges that at no time did the agent explain to Buyer the intent or meaning of such Plan nor did Buyer rely on any representation made by the agent(s) pertaining to the applicable Plan. By signing below, the Buyer acknowledges that he has been afforded an opportunity to review the Plan.

 Buyer

 Buyer

2. **SETTLEMENT AGENT:** Buyer selects _____ ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to place a title order. The parties authorize and direct the Settlement Agent to provide a copy of the Combined Settlement Statement to Seller, Buyer, Listing Company, Selling Company, Homeowner/Condominium Association, Relocation Company and/or any third-party payees reflected on the Settlement Statement.

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3. TRANSFER AND RECORDATION TAXES (Select either A or B):

- ☐ **A. Buyer is NOT a First-Time Maryland Homebuyer** Section 14-104(b) of the Real Property Article of the Annotated Code of Maryland provides that, unless otherwise negotiated in the Contract or provided by state or local law, the cost of any recordation tax or any state or local transfer tax shall be shared equally between Buyer and Seller. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX, STATE TRANSFER TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**

☐ **B. Buyer is a First-Time Maryland Homebuyer**

- 1) To qualify as a First-Time Maryland Homebuyer, each Buyer must sign a statement under oath stating that:
- (a) Buyer has never owned residential real property in Maryland that has been the individual's principal residence; AND
 - (b) The Property will be occupied as a principal residence; **OR**
 - (a) The Buyer is a Co-Maker or Guarantor of a mortgage or Deed of Trust to be secured by the Property AND the Co-Maker or Guarantor will NOT occupy the Property as a principal residence.
- 2) If Buyer is a First-Time Maryland Homebuyer, then:
- (a) Under Section 13-203(b) of the Tax Property Article Annotated Code of Maryland, the amount of State Transfer Tax due on the sale of the Property is reduced from .50% to .25% and shall be paid by Seller; AND
 - (b) Under Section 14-104(c) of the Real Property Article, the entire amount of the recordation tax and the local (county) transfer tax shall be paid by Seller unless there is an express written agreement stating otherwise. **BUYER AND SELLER EXPRESSLY AGREE THAT THE COST OF STATE RECORDATION TAX AND LOCAL (COUNTY) TRANSFER TAX SHALL BE PAID AS FOLLOWS:**_____.
- Buyer and Seller hereby **expressly agree** that payment of the recordation and local (county) transfer tax shall be shared equally between Buyer and Seller unless the space provided above in this subparagraph is completed specifying a different **express agreement**. (Note: In the event Buyer elects to pay all of state recordation tax and local county transfer tax, the Seller must still pay the non-waived portion of the state transfer tax.)

4. PROPERTY MAINTENANCE AND CONDITION: Except as otherwise specified herein, Seller will deliver the Property at Settlement vacant, free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of ☐ **Date of Offer** OR ☐ **Date of home inspection** OR ☐ **Other:**_____. Seller will have all utilities in service through Settlement or as otherwise agreed. Buyer and Seller will not hold the Broker liable for any breach of this paragraph.

5. HOME WARRANTY: ☐ **Yes** OR ☐ **No**

Home warranty policy paid for and provided at Settlement by: ☐ **Buyer** OR ☐ **Seller**

Cost not to exceed \$_____. Warranty provider to be_____.

6. PERFORMANCE: Settlement is to be conducted by the office of the attorney or the title company examining the title.

- A.** Delivery to the attorney or to the title company of the cash payment and settlement costs as herein stated, the executed Deed of conveyance, and such other papers as required of either party by the terms of this Contract shall be considered good and sufficient tender of performance in accordance with the terms hereof.
- B.** It is agreed that funds arising out of this transaction at Settlement shall be used to pay off any existing encumbrances, including interest, as required by Lender(s) or lien holders.
- C.** Seller agrees to pay a reasonable closing fee for services rendered to the Seller.

7. PRIVATE WELL AND/OR SEPTIC: The Property is on private well and/or septic. ☐ **YES** ☐ **NO** (If yes, the MAR private well and/or septic addendum must be attached.)

8. NOTICES: Notice means a unilateral communication from one party to another. All Notices required under this Contract will be in writing. Notices to Seller shall be effective when Delivered to Seller or an agent of Seller named in the Contract or that agent's supervising Manager. Notices to Buyer shall be effective when Delivered to Buyer or an agent of Buyer named in the Contract or that agent's supervising Manager. "Delivery" means sent by wired or electronic medium which produces a tangible record of the transmission (such as "fax" or email which includes an attachment with an actual

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copy of the executed instruments being transmitted), hand carried, sent by overnight delivery service or U.S. Postal mailing. In the event of overnight delivery service, Delivery will be deemed to have been made on the next Business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third Business Day following the mailing, unless earlier receipt is acknowledged in writing. The provisions of this paragraph regarding Delivery of Notices shall also be applicable to Delivery of resale packages for condominiums, co-operatives and/or homeowners associations as may be required in a separate addendum. Resale packages may also be Delivered to the parties identified above by Seller or agent of Seller through an electronic link provided by the management association.

9. VOID CONTRACT: If this Contract becomes void, Buyer and Seller will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph. Except with respect to disbursement of the Deposit at Settlement hereunder, the Deposit and accrued interest, if any, shall be given or returned by Escrow Agent to Buyer, Seller, and/or Broker only when an Agreement of Release ("Release") has been ratified by Buyer and Seller; as directed by a court order; pursuant to Section 17-505(b) Business Occupations and Professions Article of the Annotated Code of Maryland, or in any other manner authorized by the laws and regulations of the appropriate jurisdiction. If either Buyer or Seller refuses to execute a Release when requested to do so in writing and a court finds that that party should have executed same, that party shall be required to pay, in addition to any damages, all expenses, including reasonable Legal Expenses, incurred by the other party in the litigation.

10. PROPERTY INSURANCE: Buyer agrees to make application for any lender required property insurance no later than 7 days after the Date of Ratification.

11. COOPERATIVE/CONDOMINIUM ASSOCIATION APPROVAL: If this sale is subject to the approval or right of first refusal of the Council of Unit Owners or Board of Directors of the Cooperative/Condominium, then Seller agrees to immediately present this Contract to such Council or Board for their action or consideration. In the event this sale is disallowed by the appropriate Cooperative/Condominium authority, this Contract shall be null and void, and Buyer's Deposit shall be refunded when a Release is signed or in accordance with the provisions of this Contract.

12. MORTGAGE DEFAULT: Seller hereby warrants that as of the Date of Ratification no mortgage on the Property is 60 days or more in default. Seller shall immediately give Buyer Notice if such a default occurs.

13. DEFINITIONS:

- A. "Appraisal" means a written appraised valuation of the Property.
- B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
- C. "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- D. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 6 p.m. on the Day specified.
- E. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior Business Day.
- F. "Date of Ratification" This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required, by all parties, and Delivered to the other party pursuant to the Notices paragraph.
- G. The masculine includes the feminine and the singular includes the plural. "Buyer" means "Purchaser" and vice versa.
- H. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including but not limited to, expert witness fees and court reporter fees.
- I. "Specified Financing" means the financing as set forth in the financing addendum attached hereto.

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