



January 1, 1999

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.

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Phone: (410) 310-8810 Fax: (410) 766-7874 Tom Orji

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Baltimore

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 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.

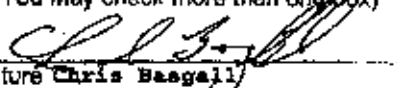
This notice is information required by law and is NOT A CONTRACT


We the X Sellers/Landlord \_\_\_\_\_ Buyer's/Tenants acknowledge receipt of a copy of this disclosure and

that Keller Williams Crossroads (firm name)

And Thomas Orth (licensee) are working as:

- seller/landlord's agent
- cooperating agent
- buyer/tenant's agent
- dual agent (See "Consent for Dual Agency" form)  
(You may check more than one box)

  
Signature Chris Baagall Date 02/10/2009

  
Signature Yoko Oishi Date 02/10/2009

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

January 1, 1999

*(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; 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/her 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

Kellex Williams Crossroads act as a dual agent for me as the  
Firm Name

seller in the sale of the property at: 1704 Madison Avenue

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

Chris Baugall 2-10-09  
Signature Date

Yoko Oishi 2-10-09  
Signature Date

## AFFIRMATION:

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

Chris Baugall Date

Yoko Oishi Date

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

Signature Date

1704 Madison Avenue  
Property Location

Signature Date

**MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT**

Property Address: 1704 Madison Avenue, Baltimore, MD 21217

Legal Description: Trac 22-47120

**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 §10-702:

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a) (11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the 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, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

**NOTICE TO PURCHASERS:** The information provided is the representation of the 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? 2.5 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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input type="checkbox"/> Oil	<input checked="" type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric
Air Conditioning	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>2 yrs</u>
Hot Water	<input type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>2 yrs</u>
			<input type="checkbox"/> Other _____
			<input type="checkbox"/> Other _____
			<input type="checkbox"/> Other _____
		<input checked="" type="checkbox"/> Electric Capacity <u>80</u> Age <u>2 yrs</u>	

**Please indicate your actual knowledge with respect to the following:**

1. Foundation: Any settlement or other problems?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture?  Yes  No  Unknown  Does Not Apply  
 Comments: Dehumidifier

3. Roof: Any leaks or evidence of moisture?  Yes  No  Unknown  
 Type of roof: Asphalt Age 2 yrs

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?  
 Yes  No  Unknown  
 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: Interior walls + floors

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
 Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Are gutters and downspouts in good repair?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

13. Wood-destroying insects: Any infestation and/or prior damage?  Yes  No  Unknown  
 Comments: \_\_\_\_\_  
 Any treatments or repairs?  Yes  No  Unknown  
 Any warranties?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property?  Yes  No  Unknown  
 If yes, specify below \_\_\_\_\_  
 Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?  Yes  No  Unknown  
 Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property?  Yes  No  Unknown  
 If yes, specify below \_\_\_\_\_  
 Comments: Not to my knowledge.

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 Home Owners Association or any other type of community association?  Yes  No  Unknown If yes, specify below \_\_\_\_\_  
 Comments: Not to my knowledge.

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?  Yes  No  Unknown  
 Comments: 2nd floor shower - small leak due to repairs w/ tile floor

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

Owner Chris Bassall Date February 10, 2009  
 Owner Yoko Oishi Date February 10, 2009

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

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

**MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT**

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

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: None

Owner Chris Basgall Date \_\_\_\_\_

Owner Yoko Oishi Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under § 10-702 of the Maryland Real Property Article.

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

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

**LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
PRE-1978 HOUSING SALE/PURCHASE  
Disclosure & Acknowledgment**

Property Address: 1704 Madison Avenue, Baltimore, MD 21217

**Lead Warning Statement**

Every buyer 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. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (Initial):**

*cb/ja*

Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

\_\_\_\_\_

*cb/ja*

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

Records and Reports available to the seller (check one below):

Seller has provided the buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

\_\_\_\_\_

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment (Initial):**

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

(e) Buyer has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial):**

*cb* (f)

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

**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.

Buyer	Date	<i>[Signature]</i> Seller <u>Chaim Bagwall</u>	02/10/2009 Date
Buyer	Date	<i>[Signature]</i> Seller <u>Yoko Qishi</u>	02/10/2009 Date
Agent	Date	<i>[Signature]</i> Agent <u>Thomas Orth</u>	02/10/2009 Date

LEAD-BASED PAINT APPENDUM TO RESIDENTIAL SALE LISTING CONTRACT

ADDENDUM DATE \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ TO LISTING CONTRACT DATED 2/17/2009  
PROPERTY 1704 Madison Avenue  
SELLER(S) Chris Bergall Jolko Ostro

**A. APPLICABLE LAW**

Title X, Section 10108, The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Federal Program) requires the disclosure of certain information regarding lead-based paint and lead-based paint hazards in connection with the sale of residential real property. Unless otherwise exempt, the Federal Program applies only to housing constructed prior to 1978. A seller of pre-1978 housing is required to disclose to the buyer, based upon the seller's actual knowledge, all known lead-based paint hazards in the property and provide buyer with any available reports in the seller's possession relating to lead-based paint or lead-based paint hazards applicable to the property. The seller, however, is not required to conduct or pay for any lead-based paint risk assessment or inspection. At the time that the offer to purchase is entered into by the buyer, the seller is required to provide the buyer with the EPA pamphlet entitled "Protect Your Family From Lead in Your Home" and a disclosure of information on lead-based paint and lead-based paint hazards in the property.

Under the Federal Program, the seller is required to provide the buyer with a ten-day time period (or other mutually agreeable time period) for the buyer, at buyer's expense, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards unless the buyer waives such assessment or inspection by indicating such waiver on the lead-based paint disclosure form. Seller(s) and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure form for a period of three (3) years following the date of settlement.

**A SELLER OR AGENT WHO FAILS TO PROVIDE THE REQUIRED LEAD-BASED PAINT DISCLOSURES AND EPA PAMPHLET MAY BE LIABLE UNDER THE FEDERAL PROGRAM FOR THREE TIMES THE AMOUNT OF DAMAGES AND MAY BE SUBJECT TO BOTH CIVIL AND CRIMINAL PENALTIES.**

**B. REPRESENTATION OF SELLER**

Seller represents and warrants to broker(s), broker(s)' agents and subagents, intending that they rely upon such warranty and representation, that (Please initial the appropriate space)

SP/yl the Property was built during or after 1978, the Federal Program does not apply to the Property, skip Section C, below

the Property was built before 1978 (the Federal Program applies to the Property)

Seller is uncertain as to date classification, therefore, Seller acknowledges that, for the purposes of the sale contemplated by this listing contract, the Property will be treated as though it had been constructed prior to 1978. Seller acknowledges that the Property is subject to Federal law as to the presence of lead-based paint and/or lead-based paint hazards.

**C. SELLER ACKNOWLEDGES RECEIPT OF THE FOLLOWING INFORMATION FROM BROKER**

EPA Brochure: "EPA and HUD Real Estate Notification and Disclosure Rule"  
EPA Brochure: "Protect Your Family From Lead in Your Home"

Please check in box below if Property is being sold as a rental property

<input checked="" type="checkbox"/> <b>SALE OF RENTAL PROPERTY</b>
If the property being sold is a rental property built prior to 1979, Seller acknowledges that the property may also be subject to the Maryland Lead Poisoning Prevention Program (the Maryland Program) and agrees to provide buyers with all applicable disclosures required under the Maryland Program.
Seller of pre-79 rental property acknowledges receipt of the following information from broker:
MDE Brochure: "Lead Poisoning Prevention Program - Summary"
MDF Brochure: "Notice of Tenant's Rights"

BROKER: Katie Mathews Crossroads  
By: Sharon Duke 2/17/2009  
Agent Date

SELLER(S): Chris Bergall 2/17/2009  
Seller Date  
Jolko Ostro 2/17/2009  
Seller Date

This form has been prepared for the sole use of the following Board/Associations of REALTORS® and their members. Each Board, its members and employees assume no responsibility if this form fails to protect the interests of any party. Each party should secure its own legal, tax, financial or other advice.

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**PROPERTY SUBJECT TO GROUND RENT ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated 2/10/2008 to Contract of Sale dated 2/10/2008  
between Buyer \_\_\_\_\_  
and Seller Chris Basgall / Yoko Oshi  
for Property known as 1704 Madison Ave

**NOTICE REQUIRED BY MARYLAND LAW REGARDING YOUR GROUND RENT**

The Property is subject to a ground lease. The annual payment on the ground lease ("ground rent") is One Cent Dollars (\$ .01), payable in yearly or-half-yearly installments on (date or dates) unknown

The next ground rent payment is due on the following due date unknown in the amount of ONE CENT Dollars (\$ .01).

The payment of the ground rent should be sent to:

Name unknown

Address \_\_\_\_\_

Phone Number \_\_\_\_\_

**NOTE REGARDING YOUR RIGHTS AND RESPONSIBILITIES UNDER MARYLAND LAW:**

As the owner of this property, you are obligated to pay the ground rent to the ground lease holder. It is also your responsibility to notify the ground lease holder if you change your address or transfer ownership of the property.

If you fail to pay the ground rent on time, you are still responsible for paying the ground rent. In addition, the ground lease holder may take action to collect the past due ground rent, which may result ultimately in your loss of the property. Please note that under Maryland law, a ground lease holder may demand not more than 3 years of past due ground rent. If you fail to pay the ground rent on time, you should contact a lawyer for advice.



Buyer /

Seller CB, Y





# RESIDENTIAL PROPERTY INFORMATION

Property known as: 1704 Madison Avenue, Baltimore, MD 21217

OWNER: Chris Baggali, Yoko Oishi

LISTING BROKER: Keller Williams Crossroads

1. **INCLUSIONS AND EXCLUSIONS:** Included in the sales price are all permanently attached fixtures and smoke detectors. Other items which may be considered personal property, whether installed or stored upon the property, are listed as follows:

<p><b>INCLUDED</b></p> <input type="checkbox"/> Alarm System <input type="checkbox"/> Built-in Microwave <input checked="" type="checkbox"/> Ceiling Fan(s) # <u>10</u> <input type="checkbox"/> Central Vacuum <input type="checkbox"/> Clothes Dryer <input type="checkbox"/> Clothes Washer <input type="checkbox"/> Cooktop <input type="checkbox"/> Dishwasher <input type="checkbox"/> Drapery/Curtain Rods <input type="checkbox"/> Draperies	<p><b>INCLUDED</b></p> <input type="checkbox"/> Electronic Air Filter <input checked="" type="checkbox"/> Exhaust Fan(s) # <u>2</u> <input type="checkbox"/> Exist. W/W Carpet <input type="checkbox"/> Fireplace Screen/Door <input type="checkbox"/> Freezer <input type="checkbox"/> Furnace Humidifier <input type="checkbox"/> Garage Opener(s) # _____ <input type="checkbox"/> w/remote(s) # _____ <input type="checkbox"/> Garbage Disposer <input type="checkbox"/> Hot Tub, Equipment & Cover	<p><b>INCLUDED</b></p> <input type="checkbox"/> Intercom <input type="checkbox"/> Playground Equipment <input type="checkbox"/> Pool, Equipment & Cover <input type="checkbox"/> Refrigerator(s) # _____ <input type="checkbox"/> w/ice maker <input type="checkbox"/> Satellite Dish <input type="checkbox"/> Screens <input checked="" type="checkbox"/> Shades/Blinds <input type="checkbox"/> Storage Shed(s) # _____ <input type="checkbox"/> Storm Door(s) # _____	<p><b>INCLUDED</b></p> <input type="checkbox"/> Storm Windows <input checked="" type="checkbox"/> Stove or Range <input type="checkbox"/> T.V. Antenna <input type="checkbox"/> Trash Compactor <input type="checkbox"/> Wall Oven(s) # _____ <input type="checkbox"/> Water Filter <input type="checkbox"/> Water Softener <input type="checkbox"/> Window A/C Unit(s) # _____ <input type="checkbox"/> Window Fan(s) # _____ <input type="checkbox"/> Wood Stove
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ADDITIONAL INCLUSIONS: \_\_\_\_\_

ADDITIONAL EXCLUSIONS: \_\_\_\_\_

2. **FEES/RESTRICTIONS:** Property is subject to mandatory fees/restrictions imposed by (please check all that apply):

<input type="checkbox"/> Homeowner's Association:	<input type="checkbox"/> Mandatory	<input type="checkbox"/> Voluntary	\$ _____	per _____
<input type="checkbox"/> Condominium Association:			\$ _____	per _____
<input type="checkbox"/> Front Foot/Capital Facilities Fee:			\$ _____	per _____
<input type="checkbox"/> Special Taxing District:			\$ _____	per _____
<input type="checkbox"/> Historic District Designations:				
<input checked="" type="checkbox"/> Other: <u>Ground Rent</u>				
<input type="checkbox"/> Private Utility Assessment (Front Foot Addendum attached)				

NOTE: List additional information, including community amenities and services included in fees, on a separate attached page.

3. **LIMITED WARRANTY:** OWNER acknowledges notification by BROKER that an optional limited warranty, available to purchase by OWNER, will provide limited coverage for the repair of mechanical equipment, appliances, plumbing and electrical systems, and other coverage as specified by the Home Warranty.  OWNER waives the option to purchase warranty  OWNER elects to purchase a \_\_\_\_\_ warranty at a cost of \$ \_\_\_\_\_ to be deducted from OWNER's proceeds at settlement.

4. **INSURANCE CLAIMS:**  
 A report from the Comprehensive Loss Underwriting Exchange (CLUE) is attached.  
 A report from the Comprehensive Loss Underwriting Exchange (CLUE) is not attached.

5. **LIABILITY:** OWNER indemnifies and holds harmless the BROKER and Listing Agent for any losses, damage or liabilities resulting from any act or omission by OWNER including, but not limited to, providing inaccurate or incomplete information, and OWNER's or Buyer/Tenant's non-performance or default under any Contract of Sale.

6. **OTHER INFORMATION** (including all "material facts"): \_\_\_\_\_

Information provided herein is true, correct and complete to the best of OWNER's knowledge, and OWNER authorizes Listing Broker to provide said information to other brokers and prospective buyers/tenants.

OWNER Chris Baggali Date 2-10-09

OWNER Yoko Oishi Date 2-10-09

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