

STATE OF MARYLAND
REAL ESTATE COMMISSION

Understanding Whom Real Estate Agents Represent

THIS NOTICE IS NOT A CONTRACT

In this form "seller" includes "landlord"; "buyer" includes "tenant"; and "purchase" or "sale" includes "lease"

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 and exclusively represents the sellers. A Seller's agent may assist the buyer in purchasing the property, but his or her duty of loyalty is only to the sellers.

Subagent: A Subagent means a licensed real estate broker, licensed associate real estate broker, or licensed real estate salesperson who is not affiliated with or acting as the listing real estate broker for a property, is not a buyer's agent, has an agency relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-agency capacity. The subagent works for a real estate company different from the company for which the seller's agent works. The subagent can assist a buyer in purchasing a property, but his or her duty of loyalty is only to the seller.

If you are viewing a property and you have not signed a Brokerage Agreement, that agent represents the seller

Agents Who Represent the Buyer

Buyer's Agent: A buyer may enter into a written contract with a real estate broker which provides that the broker will represent the buyer in locating a property to buy. The agent from that broker's company is then known as the buyer's agent. The buyer's agent assists the buyer in evaluating properties and preparing offers and developing negotiation strategies and works in the best interest of the buyer. The agent's fee is paid according to the written agreement between the broker and the buyer. If you as a buyer wish to have an agent represent you, 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 broker or the broker's designee, is called the "dual agent." Dual agents do not act exclusively in the interests of either the seller or buyer, 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 agree to dual agency by signing a Consent For Dual Agency form, the "dual agent" (the broker or the broker's designee) shall assign one agent to represent the seller (the seller's "intra-company agent") and another agent to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategies.

If either party does not agree to dual agency, the real estate company must withdraw the brokerage 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 broker/company. If the brokerage agreement is terminated, the buyer may choose to enter into a written buyer brokerage agreement with a different broker/company. Alternatively, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent 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 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 brokers and agents must be in writing and explain the duties and obligations of both the broker and the agent. The agreement must explain how the broker and agent will be paid and any fee-sharing agreements with other brokers.

>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 licensee 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 licensee may be filed with the Real Estate Commission at 500 North Calvert Street, Baltimore, MD 21202. (410) 230-6205

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure and that Hagan Realty (firm name) and Cathi Miller (salesperson) are working as:

(You may check more than one box but not more than two)

- ☒ seller/landlord's agent
☐ subagent of the Seller
☐ buyer's/tenant's agent

Richard H. Ellison 5/8/25 Wendy K. Ellison 5/8/25
 Signature Richard H. Ellison (Date) Signature Wendy K. Ellison (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

 Name of Individual to whom disclosure made

 Name of Individual to whom disclosure made

 Agent's Signature

 (Date)



EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT

DATE: May 8, 2025

1. SELLER(S) (List all): Richard H. Ellison, Wendy K. Ellison

Mailing Address: 115 Emmitsburg Road, Thurmont, MD 21788

Office Telephones: _____ / _____ Office/Home Fax: _____ / _____

Home Telephones: _____ / _____ Cell Phones: (301)788-1163 / (240)285-1748

Email Addresses: R Ellison 62@msn.com / Aurelius277@msn.com

2. BROKER: Hagan Realty

Office Address: 20251 Century Blvd Suite 125, Germantown, MD 20874

Office Telephone: (301)540-1421 Office Fax: _____

Listing Agent: Cathi Miller Direct Line: (301)788-7216

Home Phone: _____ Cell Phone: (301)788-7216

Email Address: CMiller@HaganRealty.com

3. PROPERTY LISTING: _____ Hagan Realty ("Broker") is

hereby authorized by the undersigned Seller(s) or by the authorized representative of Seller(s) ("Seller") to sell, as the exclusive real estate broker, the property known as: 115 Emmitsburg Road, Thurmont, MD 21788 ("Property"). Seller acknowledges that the Property is being conveyed (initial one selection) RE/WAE IN FEE SIMPLE, or _____ / _____ SUBJECT TO AN ANNUAL GROUND RENT, now existing, in the amount of \$ _____, payable semi-annually.

4. AGREEMENT TERM AND RIGHTS OF PARTIES FOLLOWING EXPIRATION OR TERMINATION OF AGREEMENT:

This Agreement shall be effective on May 8, 2025 (mm/dd/yyyy) and shall continue until 11:59:59 p.m. on May 8, 2026 (mm/dd/yyyy), unless terminated in accordance with the provisions of this section. Pursuant to Maryland Code, Real Property, Section 14-903, this Agreement may not be longer than a year in duration.

As required under Section 17-534(b)(5) of the Maryland Real Estate Brokers Act, the parties agree to the following provision for the termination of this Agreement (**Broker to insert terms of termination**):

Seller may terminate this agreement at any time prior to receipt of a written offer to purchase the Property by providing written notice to Broker. Broker may terminate this agreement at any time by providing written notice to Seller.

An expiration or termination of this Agreement by Seller or Broker shall be subject to the provisions of Paragraph 14 of this Agreement, and Paragraph 14 of this Agreement shall survive the expiration or termination of this Agreement. Notwithstanding the rights of the parties to terminate this Agreement as provided herein, Broker, in Broker's sole and absolute discretion, may terminate this Agreement at any time and effective immediately in the event Seller provides any false information, misrepresents any fact to Broker or other third-party, or violates or indicates any intention to discriminate in violation of any applicable federal, state or local fair housing law(s). If a Contract of Sale is entered into by Seller during this Agreement, which provides for settlement to occur after the expiration of this Agreement, this Agreement shall be automatically extended until settlement has occurred or until the Contract of Sale is released in writing by the parties, but in no event shall the duration of this Agreement, including any extension, extend beyond one year in duration.

5. LISTING PRICE: The listing price of the Property is \$ 425,000.00 and shall be the price advertised by Broker. If Seller desires to change the listing price, Seller shall immediately inform Broker in writing of the changed listing price, and such changed listing price shall thereafter be the price advertised by Broker.



Hagan Realty, 20251 Century Blvd Suite 125 Germantown MD 20874
Cathi Miller

(301) 540-1421

Richard H. Ellison

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6. SHOWING INSTRUCTIONS (for LOCK BOX see addendum): Showing appointments will be arranged through ShowingTime using a Sentrilock lockbox for physical access to the Property.

7. MARKETING/MLS/INTERNET ADVERTISEMENT:

(a) Broker is authorized to and shall market the Property including, but not limited to, entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, photographing the Property and installing a lock box. Seller acknowledges that Broker is bound by the bylaws, policies and procedures, and rules and regulations governing the MLS and the lock box system owner. Upon the execution of this Agreement, Seller and Broker shall establish the date and status upon which the Property will be entered into the MLS by executing the MLS Disclosures and Residential Seller/Landlord Options form. Broker is hereby granted the right to report to the MLS for dissemination, in accordance with the MLS rules and policies, any contract of sale and sales price (including the other terms upon which any sale of the Property is made). Except as otherwise provided in paragraphs (b), (c), (d), and (e) below and in accordance with the directions therein, Broker, upon election by Broker and in Broker's sole and absolute discretion, is hereby authorized by Seller to submit and market the Property (including street name and house number) by and through:

1. Broker's internet website;
2. The Internet websites of licensed real estate salespersons or associate real estate brokers affiliated with Broker;
3. Any other Internet website in accordance with applicable MLS rules and regulations;
4. Print media; and/or
5. Any available MLS Program(s) that enable participants to display aggregated MLS active listing information on participants' public websites. Seller further consents to and authorizes Broker, in accordance with the MLS rules and regulations, to allow other MLS participants and authorized users to market the Property by and through the internet website of other such MLS participants and authorized users.

If the Property is scheduled for an open house by Broker, Seller authorizes Broker to advertise the Property as an open house together with other properties listed with Broker and advertised as an open house in the same advertisement, whether by print media or by internet advertisement.

(b) OFFICE EXCLUSIVE:

Seller may elect not to have the Property listing distributed on the MLS at all. (Seller to initial if Seller does not authorize Broker to distribute Property listing on the MLS at all):

 / Broker may **not** market the Property by and through distribution on the MLS during the listing period.

Seller hereby acknowledges that, having selected not to distribute the Property listing on the MLS at all:

(1) real estate licensees from other companies and their buyer clients who have access to the MLS may not be aware that Seller's Property is for sale and the terms and conditions under which Seller is marketing the Property;
(2) Seller's Property will not be included in the MLS's download to various real estate internet sites that are used by the public to search for property listings; and (3) any reduction in the exposure of the Property may lower the number of offers made and negatively impact the sales price. (Seller to initial): /

(c) Seller may elect not to have the Property listing or the Property address displayed on the internet. Seller hereby directs Broker that (Seller to initial all that apply):

 / Broker may **not** submit and market the Property by and through display on any internet website.

 / Broker may submit and market the Property by and through display on any internet website, but Seller elects **not** to permit display of the Property address on any internet website.

Seller hereby acknowledges that, having selected either or both of the above option(s) not to allow information on internet websites, a consumer who conducts searches for listings on the internet will not see the corresponding information about the Property in response to a search. (Seller to initial): /

(d) Certain features may be displayed on the websites of MLS participants, including:

- (1) Unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews); or



- (2) An automated estimate of the market value of the Property (or a hyperlink to such estimate).

(Seller to initial):

Seller RE / WE authorizes or _____ / _____ does not authorize the display of unedited comments or reviews of the Property (or display a hyperlink to such comments or reviews) on MLS participants' websites.

Seller RE / WE authorizes or _____ / _____ does not authorize the display of an automated estimate of the market value of the Property (or a hyperlink to such estimate) on MLS participants' websites.

During the term of this Agreement, Seller, by written request to Broker, may authorize Broker to enable or disable use of either feature as described in (1) or (2) above. Broker agrees to transmit promptly the request to the MLS.

(e) COMING SOON LISTING STATUS: The "Coming Soon" listing status is an option for properties listed in the MLS that are not available but will be in the future. Sellers who choose this option must have executed a listing agreement. Listings under the "Coming Soon" status are given a MLS number. All MLS subscribers may view listings under this status. However, properties listed under the "Coming Soon" status may not be shown.

Seller, by Seller's initials, authorizes Broker to list the Property under the "Coming Soon" listing status in the MLS. (Seller initials): RE / WE

(f) SELLER CONCESSIONS ON THE MLS: Concessions in the MLS may not be limited to or conditioned on the retention of or payment to a cooperating/buyer broker: they are subject to negotiation between a buyer and seller. Bright has a zero-tolerance policy for misuse of these fields.

Does the seller want to signal they will consider offers requesting concessions/credits towards a buyer's closing costs and service providers?

☐ YES

☒ NO RE WE

Seller acknowledges that Seller has read and understands the provisions of Paragraph 7(f).

(Seller initials): RE / WE

8. CONSENT TO DISCUSS OTHER PROPERTIES WITH BUYERS AT SELLER'S OPEN HOUSE: Seller RE / WE authorizes or _____ / _____ does not authorize Broker to discuss other properties with buyers at Seller's open house.

Broker's responsibility to market the Property is suspended upon Seller's acceptance of a written offer to purchase the Property, unless otherwise agreed by Broker.

9. GRANT/RELEASE OF PROPERTY DATA TO BROKER: Seller grants to Broker the unlimited right to use, publish, disseminate, sell, and license to others all text, graphics, photos, virtual tours, documents, and any other types of data entered into the MLS, and Seller hereby releases to Broker all of the Seller's interests and all intellectual property rights therein. If Seller elects to allow dissemination of Property data on the internet, Seller understands and agrees that public websites determine their own content and use of data, and therefore Broker has no control over public websites and no obligation to remove any of the above content from public websites at any time.

10. HOME SECURITY SYSTEMS THAT RECORD AUDIO: Seller is advised that Maryland law prohibits audio recording of private conversations without the consent of all parties. Seller may view the penalties for violating the law which are contained in Section 10-402 of the Courts and Judicial Proceedings Article, Annotated Code of Maryland at: <http://mgaleg.maryland.gov/mgaweb/Laws/StatuteText?article=gj§ion=10-402&enactments=false>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 10.

(Seller to initial): RE / WE



11. FAIR HOUSING: Federal, State, and Local Fair Housing laws grant broad protections from discrimination in housing. It is unlawful to discriminate based upon certain protected characteristics, which include, but are not limited to, race, color, religion, sex, national origin, disability, familial status, marital status, sexual orientation, gender identity, and source of income. Seller agrees to comply with all such Federal, State, and Local Fair Housing laws. Some buyers attempt to stand out to a seller by submitting a letter, photo, or video to describe why the seller should select their offer. Such conduct may raise fair housing concerns, and could expose Seller and Broker to possible violation of Fair Housing laws. To avoid consideration of such characteristics when selecting an offer, Seller instructs and directs Broker to remove from any offer, counter-offer, or any other communication exchanged during the transaction, any letters, photographs, videos or any other similar items other than the contract documents submitted by a buyer or buyer's agent.

12. SELLER RESPONSIBILITY/INSURANCE: Broker shall not be responsible for the care, or physical condition of the Property. Seller shall remain solely responsible for the care and physical condition of the Property, including, but not limited to, cost of all utilities, maintenance, the physical security of the premises and all personal property and maintaining adequate property and personal injury insurance during the term of this Agreement; and, Broker shall have no liability for such matters.

13. REPAIRS: Seller is hereby notified that repairs of the Property may require that the individuals engaged to perform such repairs be duly licensed.

14. BROKER'S COMPENSATION:

NOTICE: Real estate commission rates are not fixed by law or established by any membership organization with which Broker is affiliated. Each real estate brokerage independently sets their own commission rates. Commission rates are negotiable between the Seller and Broker.

In the event of a sale, exchange, or transfer, the Compensation to be paid by Seller to Broker shall be (Select only one):

<input checked="" type="checkbox"/>	5.000 percent (%) of the sales price.
<input type="checkbox"/>	_____ percent (%) of the sales price AND \$ _____
<input type="checkbox"/>	\$ _____

The Compensation shall be deemed to have been earned by Broker and shall be due and payable by Seller to Broker if:

A. During the term of this Agreement, or any extension thereof:

(i) Broker produces a ready, willing and able buyer to purchase the Property at the listing price and/or at such other price as shall be accepted by Seller or agreed upon in writing between Seller and Broker (the "Sale Price"); or

(ii) Seller shall enter into a written agreement to sell, exchange, convey or transfer the Property to any person or entity whether such person or entity shall have been procured by Broker, by Seller or by any other person or entity, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement; or

(iii) if during the period of 45 days following the expiration or termination of this Agreement, Seller shall enter into a written agreement to sell, exchange, convey or transfer the Property to any person who or to any entity which, with knowledge of Seller or any agent of Seller, inspected or made inquiry about the Property or negotiated to purchase or exchange the Property during the term of this Agreement or any extension thereof, in which event Seller, within seventy-two (72) hours thereof, shall furnish Broker a copy of such written agreement;

B. Seller defaults or voluntarily agrees to terminate a sale; or

C. Seller breaches this Agreement.



The Compensation due Broker shall be a charge against the Property and shall be paid at settlement as a convenience to Seller. However, Seller acknowledges and agrees that settlement on the Property shall not be a condition precedent to Seller's obligation to Broker as herein provided.

If Broker prevails in any action brought to obtain payment of the Compensation, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

If a deposit made on any contract of sale or other transfer of the Property is forfeited to Seller, or if all or part of the deposit is received by Seller as a settlement made by and between Seller and buyer, \$ _____ or _____ % of the amount forfeited or received as settlement shall be paid to Broker for Broker's services, but in no event shall the amount exceed an amount equal to the full Compensation specified herein.

Seller shall have no obligation to pay the Compensation to Broker if the Property is listed by any other licensed real estate broker following the expiration of this Agreement, or any extension thereof, or following the termination of this Agreement as herein provided, unless such termination by Seller is for the purpose of avoiding the obligation of Seller to pay the Compensation to Broker.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 14.

(Seller to initial): RE I WE

15. AUTHORITY TO COOPERATE WITH AND COMPENSATE OTHER BROKERS: Broker is authorized to cooperate with other brokers as subagents of Broker ("Subagents") and/or brokers retained by prospective buyers to represent buyer's interests ("Buyer Brokers"). In this paragraph, "cooperate" means sharing information on the Property and making the Property available to other brokers for showing to prospective purchasers. Seller consents to Broker's cooperation with and compensation of Subagents or Buyer Brokers.

Broker shall pay to any Subagent who has earned and is entitled to compensation, \$ _____ or _____ % of the Sales Price, plus _____ () month(s) ground rent, if any.

Broker shall pay to any Buyer Broker who has earned and is entitled to compensation \$ _____ or **2.500** % of the Sales Price, plus _____ () month(s) ground rent, if any.

Seller understands that compensating Subagents or Buyer Brokers is optional.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 15.

(Seller to initial): RE I WE

16. MINISTERIAL ACTS: Seller hereby consents to and authorizes Broker and Broker's agents to provide ministerial acts as defined by law on behalf of Seller to third persons in connection with the sale of the Property.

17. DEPOSIT HELD BY ESCROW AGENT: Seller is advised that an escrow agent, other than a Maryland licensed real estate broker, is not subject to the same legal requirements that Maryland licensed real estate brokers are under the Maryland Real Estate Brokers Act concerning the holding and the release of deposit monies. If the deposit is going to held by a third party other than by a Maryland licensed real estate broker involved in the transaction, the Buyer and Seller are required to enter into a separate written escrow agreement, binding upon the Buyer and Seller and the escrow agent that complies with Section 10-802 of the Real Property Article, Annotated Code of Maryland.

18. SMOKE ALARM NOTICE: Seller is hereby notified of changes in Maryland law regarding smoke alarms and smoke detectors (Section 9-101 et seq. of the Public Safety Article, Annotated Code of Maryland). The type of smoke alarm required in a dwelling depends upon the age of the property. As of January 1, 2018, among other changes, no alarm—battery powered or hard-wired—may be older than 10 years from the date of manufacture, and if battery powered, be sealed, tamper resistant units incorporating a silence/hush button, which use long-life batteries. There are penalties for non-compliance. Additionally, some jurisdictions have more stringent rules for new construction or for rentals. Seller is advised to verify compliance with the city or county in which the Property is located. Seller may view the smoke alarm requirements at:

<https://www.mdrealtor.org/Portals/22/adam/Content/qwFxfjogaUC-uVz5Mbaz9g/Link/Smoke%20Alarm%20Flyer%202024.pdf>

Seller acknowledges that Seller has read and understands the provisions of Paragraph 18. (Seller to initial): RE I WE



19. LEAD-BASED PAINT:

A. LEAD-BASED PAINT HAZARD: Seller acknowledges that the Property, if constructed before 1978, is subject to Federal law (Title X) as to the presence of lead-based paint and/or lead-based paint hazards.

Seller represents and warrants to Broker, Broker's agents and Subagents/Buyer's Agents intending that they rely upon such warranty and representation, that the Property was constructed: *(Seller to initial one)*:

OR RE / WE prior to 1978;
OR RE / WE during or after 1978;
OR RE / WE Seller is uncertain as to the date of construction.

If Seller is uncertain as to the date the Property was constructed, Seller agrees that, for the purpose of the sale contemplated by this Agreement, the Property will be treated as though it had been constructed prior to 1978. If Title X applies to the Property, Seller agrees to comply fully with the requirements as set forth in the EPA and HUD Real Estate Notification and Disclosure Rule. Accordingly, if applicable, Seller is required to disclose to buyer, based upon Seller's actual knowledge, all known lead-based paint hazards in the Property and provide buyer with any available reports in Seller's possession relating to lead-based paint or lead-based paint hazards applicable to the Property. Additionally, the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards shall be attached and made a part of the Contract of Sale. For detailed information regarding the EPA and HUD Real Estate Notification and Disclosure Rule, Seller should visit:

<https://www.epa.gov/lead/epa-and-hud-real-estate-notification-and-disclosure-rule-questions-and-answers>.

B. RENOVATION, REPAIR AND PAINTING OF PROPERTY: In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or

paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP. A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <https://www.epa.gov/lead/lead-renovation-repair-and-painting-program>.

Seller acknowledges that Seller has read and understands the provisions of Paragraph 19.B.

(Seller to initial): RE WE ..

20. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS: Pursuant to Section 117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. **If a Seller subject to this law fails to comply:**

Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland and § 10-803 of the Real Property Article, Annotated Code of Maryland. The right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and

After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.



This law does *not* apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration, Seller to complete Notice & Disclosure of Deferred Water and Sewer Charges.)

Seller acknowledges that the Property is (Seller to initial one) _____ / _____ OR is not RE / WE served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration.

21. OFFERS:

A. AUTHORITY TO DISCLOSE EXISTING OFFERS: Seller is advised that prospective buyers or cooperating Brokers may inquire of Broker or Broker's Agents as to whether existing written offer(s) have been received for the purchase of the Property. The disclosure of the existence of written offer(s) could be either beneficial or detrimental to Seller. On the one hand, such disclosure could result in the interested buyer making the highest and best offer as promptly as possible. On the other hand, such disclosure could result in the interested buyer electing not to make an offer.

****Listing Broker and Listing Broker's Realtors are not authorized to disclose number of Offers received.**

Seller: (Seller to initial one):

RE / WE Authorizes; OR _____ / _____ Does Not Authorize

Broker or Broker's agents to disclose the existence of other written offers on the Property in response to inquiries from buyers or cooperating brokers. If disclosure is authorized, Broker or Broker's agents shall also disclose, if asked, whether an offer was obtained by the listing agent, another agent in Broker's firm, or by a cooperating broker. Such authority does not include the disclosure of the terms and conditions of such offer(s).

B. PRESENTATION OF OFFERS: Broker shall present to Seller in a timely manner all written offers and counter-offers, even if the Property is subject to an existing Contract of Sale unless Seller has waived the obligation in writing.

22. HOME WARRANTY: Broker _____ does or X does not offer the opportunity for Seller to purchase a home warranty to be in force during the listing period and which will transfer to the buyer upon settlement. (Seller to initial one): _____ / _____ Warranty desired. For policy to be effective, Seller must complete the necessary paperwork.

RE / WE Warranty Declined

23. NOTICE OF PROPERTY CONDITION DISCLOSURE/DISCLAIMER: Seller is advised that under Maryland Law (Real Property Article 10-702), the buyer is entitled to receive the Maryland Residential Property Disclosure And Disclaimer Statement ("Disclosure/Disclaimer Statement"), a form provided by the Maryland Real Estate Commission, from the Seller. Seller must deliver the completed Disclosure/Disclaimer Statement to the buyer on or before the buyer's entering into a Contract of Sale (offer to purchase) (with the exception of a Land Installment Contract, an Option to Purchase Agreement and a Lease Agreement containing an Option to Purchase provision, in which case the Disclosure/Disclaimer Statement must be delivered to the buyer before the execution of the Contract by the buyer). A buyer who does not receive the Disclosure/Disclaimer Statement on or before the execution of the offer by the buyer has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the Disclosure/Disclaimer Statement or within five (5) days following receipt of the Disclosure/Disclaimer Statement and to the immediate return of any deposit. However a buyer's right to rescind the Contract terminates if not exercised (A) before making a written application to a lender for a loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates upon submission of the application, or (B) within five (5) days following receipt of a written disclosure from a lender who has received the buyer's application for a mortgage loan, if the lender's disclosure states that the buyer's right to rescind terminates at the end of that five (5) day period. Maryland Law (Real Property Article 10-702) exempts certain transfers or sales from its application: A) the initial sale of a new home: (1) that has never been occupied; or (2) for which a certificate of occupancy has been issued within one year before the buyer and Seller enter into a Contract of Sale; B) certain transfers that are exempt from the state transfer tax; C) a sale by a lender acquiring real property by a foreclosure or deed-in-lieu of foreclosure; D) a sheriff sale, tax sale or sale by foreclosure, partition or by court-appointed trustee; E) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship or trust; F) a transfer of single family residential real estate to be converted by the buyer into a use other than residential use or to be demolished; or G) a sale of unimproved property. Seller: (Seller to initial one):

_____ / _____ is exempt

OR

RE / WE is not exempt



24. VIOLATION NOTICES: Seller is advised that the Contract of Sale may require that Seller convey the Property free and clear of all violation notices, requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), and actions in any court, against or affecting the Property.

25. CONSERVATION EASEMENTS:

A. Seller is advised and acknowledges that if the Property is encumbered by one or more Conservation Easements or other restrictions limiting or affecting uses of the Property, Maryland law requires that Seller deliver to the buyer the required notice and copies of the easement(s). A buyer who does not receive the notice and copies of the easement(s) on or before entering into the contract for sale has the unconditional right upon written notice to the Seller or Seller's agent, to rescind the Contract of Sale at any time before the receipt of the notice and copies of the easement(s) or within five (5) days following receipt of the notice and copies of the easement(s) and to the immediate return of any deposit.

B. Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (Seller to initial one):

DEWE

1. The Property **IS NOT** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property; **OR**
2. The Property **IS** subject to one or more Conservation Easement(s) or other restrictions limiting or affecting uses of the Property, as follows: (Seller to check applicable Conservation Easement(s))
 - ☐ Maryland Environmental Trust
 - ☐ Maryland Historical Trust
 - ☐ Maryland Agricultural Land Preservation Trust
 - ☐ Maryland Department of Natural Resources
 - ☐ A County or Municipal Corporation, funded by the Maryland Department of Natural Resources, the Rural Legacy Program, or a local Agricultural Preservation Program
 - ☐ Land Trust
 - ☐ Required by a permit issued by the Department of the Environment

If paragraph B.2. is initialed by Seller, Seller ☐ has **OR** ☐ has not (check one) provided a copy of the Conservation Easement(s) to Broker, and Seller acknowledges that it is Seller's sole obligation to obtain and deliver copies of the Conservation Easement(s) to buyer.

26. INSURABILITY: An informational brochure published by the Maryland REALTORS® titled "Property Insurance Basics" is available to explain current issues relative to obtaining insurance coverage for the Property.

27. FLOOD DISCLOSURE NOTICE: Seller is advised that the Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required. The National Flood Insurance Program ("NFIP") establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP, those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, premiums paid for flood insurance on the Property may not be indicative of premiums that will apply after the Property is purchased. Also, the State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected.

28. MARYLAND NON-RESIDENT SELLER: Seller acknowledges, pursuant to Section 10-912 of the Tax-General Article, Annotated Code of Maryland, that if Seller is: 1) a non-resident individual of the State of Maryland or is 2) a non-resident entity which is not formed under the laws of the State of Maryland and is not qualified by or registered with the Maryland State Department of Assessments and Taxation to do business in the State of Maryland, the deed or other instrument of writing that effects a change of ownership to the Property may not be recorded with the clerk of the court for a county or filed with the Maryland State Department of Assessments and Taxation unless payment is first made by the Seller in an amount equal to

- a) 8% of the total payment to a non-resident Seller; **OR**
- b) 8.25% of the total payment to a non-resident entity;

(NOTE: The amount of the payment for a non-resident individual is subject to adjustment on a recurring basis by the Comptroller of Maryland. The amount of the payment for a non-resident entity is subject, from time to time, to change by an Act of the Maryland General Assembly. Seller acknowledges that the amount(s) as set forth in a) and b) above may be greater or lesser than the actual amount(s) due by Seller at time of settlement.

UNLESS each Seller:



1. Certifies, in writing, under the penalties of perjury, that the Seller is a resident of the State of Maryland or is a resident entity of the State of Maryland; **OR**
2. Presents to the clerk of the circuit court for a county or the Maryland State Department of Assessments and Taxation a certificate issued by the Comptroller of the State of Maryland stating that: i) there is no tax due in connection with the sale or exchange of the Property; or ii) a reduced amount of tax is due from the Seller and the reduced amount is collected by the clerk of the circuit court for a county or the Maryland Department of Assessments and Taxation before recording or filing; (**NOTE:** If Seller intends to obtain a certificate from the Comptroller's office, Seller should immediately contact the Comptroller at 1-800-MDTAXES. Obtaining the certificate requires a MINIMUM of three (3) weeks); **OR**
3. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
4. Certifies, in writing, under the penalties of perjury, that the Property being transferred is the Seller's principal residence. As defined under Maryland law and as used in a) and b) above, the term "total payment" means the net proceeds paid to the Seller for the Property and associated tangible personal property, less: 1) debts owed by the Seller and secured by a mortgage or other lien against the Property being paid upon the sale or exchange of the Property and 2) other expenses of the Seller arising out of the sale or exchange of the Property and disclosed on a settlement statement prepared in connection with the sale or exchange of the Property. "Total payment" includes the fair market value of any property transferred to the Seller.

29. FOREIGN INVESTMENT TAXES – FIRPTA (Foreign Investment in Real Property Tax Act): Section 1445 of the United States Internal Revenue Code of 1986 and applicable Treasury Department regulations adopted thereunder (the "Act") provide that a buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price under certain circumstances. Seller agrees to comply with the Internal Revenue Service reporting requirements. If applicable, Seller agrees to complete, sign, and deliver to the appropriate party a certificate indicating whether Seller is a foreign person or non-resident alien under the Act.

30. PROPERTIES WITH PRIVATE OR DOMESTIC WATER SUPPLY WELL: Pursuant to Section 10-713(B)(1) of the Real Property Article of the Annotated Code of Maryland, a contract for the sale of real property on which a private or domestic water supply well is located shall include a provision requiring, as a condition of the sale, that the buyer ensure that water quality testing of the well be conducted. Settlement on the contract for the sale of real property may not occur until seller and buyer have each received and reviewed the results of the water quality testing. The buyer may waive their right to have the well tested for water quality.

Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (Seller to initial one):

_____/_____
_____/_____

1. There is a private or domestic water supply well located on the Property; **OR**
2. There is not a private or domestic water supply well located on the Property.

31. NATIONAL PRIORITIES LIST (NPL) SUPERFUND SITE: A National Priorities List (NPL) Superfund Site is a site of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. Sellers of real property that is located within one (1) mile of a National Priorities List (NPL) Superfund Site must disclose the existence of the National Priorities List (NPL) Superfund Site to a buyer. Information about the location of Superfund Sites throughout the State of Maryland and across the United States can be found at the Environmental Protection Agency's Search for Superfund Sites Where You Live Website.

Seller hereby represents to Broker, and upon which representation Broker is entitled to rely; that: (Seller to initial one):

RE / WE

1. The Property is located within one (1) mile of a National Priorities List (NPL) Superfund Site; **OR**
2. The Property is not located within one (1) mile of a National Priorities List (NPL) Superfund Site.

32. FHA LOAN NOTICE: If the current loan on the property is insured by the Federal Housing Administration, the loan shall be paid in full at settlement in accordance with FHA rules and regulations.

33. WIRE FRAUD NOTICE: Seller is advised to never trust wiring instructions sent via email. Cyber criminals are hacking email accounts and sending emails with fake wiring instructions. These emails are convincing and sophisticated. Seller should always independently confirm wiring instructions in person or via a telephone call to a trusted and verified phone number. Seller should never wire money without double-checking that the wiring instructions are correct.

34. LEGAL CONSTRUCTION: This Agreement is binding upon the parties hereto, and their personal representatives, successors, heirs, and assigns. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each. This Agreement contains the entire Agreement of the parties and cannot be changed except by the written agreement of the parties hereto. Seller warrants that there are no other existing agreements or conditions other than as set forth herein. This is a legally binding Agreement; if not understood, seek competent legal, tax or other professional advice. Seller has not relied upon any statement or representation of Broker except as set forth in this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.



35. ADDENDA: The Addenda marked below, which are hereby attached, are made a part of this Agreement.

- | | |
|---|--|
| <input checked="" type="checkbox"/> Consent for Dual Agency | <input type="checkbox"/> MD Lead Poisoning Prevention Program Disclosure |
| <input checked="" type="checkbox"/> Disclosure of Inc./Ex., Leased Items, Utilities | <input type="checkbox"/> MD Residential Property Disclosure/Disclaimer Statement |
| <input type="checkbox"/> Disclosure of Licensee Status | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax |
| <input type="checkbox"/> Federal Lead-Based Paint Disclosure | <input type="checkbox"/> Notice & Disclosure of Deferred Water and Sewer Charges |
| <input checked="" type="checkbox"/> Financial Condition of Property Disclosure | <input type="checkbox"/> NPL Superfund Site Disclosure |
| <input type="checkbox"/> FIRPTA | <input type="checkbox"/> Protect Your Family from Lead in Your Home |
| <input checked="" type="checkbox"/> Lock Box | <input type="checkbox"/> Solar Panel |
- ☐ Other Addenda/Special Conditions: Broker Exclusive Addendum

RECEIPT OF COPY: Seller acknowledges receipt of a copy of this Agreement at time of signing hereof.

<u>Richard H. Ellison</u>	<u>5/8/25</u>	<u>Hagan Realty</u>
Seller Signature	Date	Broker (Company Name)
Richard H. Ellison		<small>DocuSigned by:</small>
<u>Wendy K. Ellison</u>	<u>5/8/25</u>	<u>Cathi Miller</u>
Seller Signature	Date	Broker/Authorized Representative Signature
Wendy K. Ellison		Cathi Miller
		Date
		<u>5/8/2025</u>





LOCK BOX ADDENDUM TO EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT
OR
EXCLUSIVE RIGHT TO LEASE RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM dated May 8, 2025 to Exclusive Right to Sell Residential Brokerage Agreement or Exclusive Right to Lease Residential Brokerage Agreement between Seller or Lessor (Collectively referenced herein as Seller") Richard H. Ellison, Wendy K. Ellison
 and Broker Hagan Realty Cathi Miller
 for Property known as 115 Emmitsburg Road, Thurmont, MD 21788

1. Upon execution of this Agreement, Broker will place or cause to be placed a lock box on Seller's Property in which the key to Seller's Property will be stored. Seller authorizes Broker to place a lock box on Seller's Property, and authorizes Broker, their agents, subagents and employees, licensed or certified appraisers, and other authorized users of the lock box services to access Seller's Property during the term of this Agreement. Seller, upon written notice to Broker, at any time, may terminate Broker's authority to place a lock box on the Property.

2. It is understood by Seller that there is a possibility that a person may use the lock box in an unauthorized manner, enter the Property and unlawfully remove personal property or destroy or damage the Property or personal property located therein. Accordingly, Seller agrees as follows:

(a) Seller acknowledges that Seller must take all necessary steps to safeguard and/or remove all valuables and other personal property now located in the Property.

(b) Seller acknowledges that it is not a requirement of Broker that Seller allow the use of a lock box. However, Seller has elected to use a lock box.

(c) If a tenant occupies the Property where the lock box will be placed, Seller acknowledges that Broker may not install the lock box upon the Property unless the Tenant consents to the use of said lock box as evidenced by the signature of the Tenant below.

(d) Seller acknowledges that neither the Broker, their agents, subagents and employees, other real estate licensees, licensed or certified appraisers, nor any local Board or Association of REALTORS® or other lock box service provider is an insurer against the loss or damage to Seller's Property, personal property or valuables. Seller acknowledges that Seller has been advised of the need to verify the existence of insurance for loss or damage to real and personal property, or to obtain such insurance through Seller's insurance agent.

3. In consideration of the Agreement of Broker named below to place or cause to be placed a lock box on the Property of the Seller, Seller hereby agrees that Seller shall hold harmless and indemnify Broker, their agents, subagents and employees, or other authorized users of the lock box services, licensed or certified appraisers who access the Property through the lock box, and the applicable REALTOR® board/association, its respective officers, directors, agents, servants and employees (collectively, the "Indemnified Parties"), of and from any liability for loss or damage sustained by Seller or others (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence) as a result of the installation or use or unauthorized use of said lock box by anyone on the Property of Seller. Seller does hereby expressly assume all risks of loss or damage to the above described Property and its furnishings, personal property and contents, if any, including any and all loss or damage which may be caused by the unauthorized use of the lock box (except if such loss or damage is caused by any act of misconduct by the Indemnified Parties which is willful, wanton, reckless or amounts to gross negligence).

4. In the event Seller chooses to utilize a home security system or other means to allow access to the Property and elects not to place a lock box on the Property, Seller hereby agrees that Seller shall hold harmless and indemnify the Indemnified Parties of and from any liability for loss or damage sustained by Seller or others as a result of Seller's decision to utilize a home security system or other means to allow access to the Property and not to place a lock box on the Property.



Lock Box Addendum to Exclusive Right to Sell or Lease Residential Brokerage Agreement

5. This Lock Box Addendum constitutes the sole agreement between the parties with respect to placing a lock box on the Property. If for any reason any of the terms of this Addendum shall be deemed by a court of competent jurisdiction to be unenforceable, this Addendum will continue in full force and effect and the unenforceable terms and conditions shall be deemed modified to the extent necessary to make those terms and conditions enforceable. This Addendum shall be governed by, and construed and enforced in accordance with the laws of the State of Maryland.

6. Receipt of a copy of this Addendum is hereby acknowledged by Seller.

Richard H. Ellison 5/8/25
 Seller/Landlord Date
Richard H. Ellison

Hagan Realty
 Broker (Company Name)

Wendy K. Ellison 5/8/25
 Seller/Landlord Date
Wendy K. Ellison

DocuSigned by:
Cathi Miller 5/8/2025
 Broker or Authorized Representative Date
Cathi Miller

TENANT: The Tenant and Seller have discussed the safeguarding and insuring, during the listing period, of personal property and valuables located within said Property. The undersigned Tenant has read and agrees to the above provisions and consents to placement of a lock box on the Property and agrees to be bound personally to the terms and conditions of this Agreement.

Receipt of a copy hereby acknowledged by Tenant.

 Tenant Date

 Tenant Date

LISTING BROKER'S OFFER OF COOPERATIVE COMPENSATION

(This form shall not be uploaded to the Multiple Listing Service)

Seller(s): Richard H. Ellison, Wendy K. Ellison

Listing Broker: Jed Williams

Property Address: 115 Emmitsburg Road, Thurmont, MD 21788

This agreement serves as confirmation of the cooperative compensation offered by Listing Broker to Buyer Brokers or Subagents in relation to the sale of the property noted above. The Listing Broker shall pay the cooperative compensation to a Buyer Broker or Subagent who completes performance specified herein. Seller acknowledges that the offer of cooperative compensation is fully negotiable and not fixed by law or established by any membership organization with which Listing Broker is affiliated. In this agreement, "Seller" includes "Landlord"; "Buyer" includes "Tenant"; and "Contract of Sale" includes "Lease."

1. In the event of a sale or exchange of the above property is made to a buyer produced or assisted by a Buyer Broker or Subagent, Seller has authorized Listing Broker to pay cooperative compensation to the Buyer Broker or Subagent.
2. Listing Broker shall pay cooperative compensation to the Buyer Broker in the amount of \$ _____ or 2.500 % of the purchase price.
3. Listing Broker shall pay cooperative compensation to the Subagent in the amount of \$ _____ or _____ % of the purchase price.
4. The source of compensation does not affect the agency relationships between a buyer and Seller and their respective real estate brokers.
5. Nothing herein shall make a Buyer's Broker or Subagent a party to the Contract of Sale. Buyer's Broker or Subagent shall be an intended third-party beneficiary of the right to be paid compensation from the Listing Broker herein.
6. The cooperative compensation earned by Buyer Broker or Subagent shall be paid at settlement from the proceeds of the transaction.
7. In the event of a conflict relating to cooperative compensation between a Contract of Sale and this Offer of Cooperative Compensation, this Offer of Cooperative Compensation shall control.

Buyer Broker (Company Name)

Buyer Broker/Authorized Representative Signature Date

Buyer Signature Date

Buyer Signature Date

Subagent (Company Name)

Subagent's Broker/Authorized Representative Signature Date

Hagan Realty

Listing Broker (Company Name)

[Signature] 5/8/2025
Listing Broker/Authorized Representative Signature Date

[Signature] 5/8/25
Seller Signature Date

Richard H. Ellison

[Signature] 5/8/25
Seller Signature Date

Wendy K. Ellison



Broker/Agent: Hagan Realty / Cathi Miller Client: Richard H. Ellison and Wendy K. Ellison Date: 05/08/2025

☒ Seller Client ☐ Buyer Client Address: 115 Emmitsburg Road, Thurmont, MD 21788

WHAT IS BRIGHT MLS?

Bright runs the largest, most accurate, up-to-date database of properties for sale and rent in the area, creating an open, transparent market for information about available homes. Most websites and apps get their information from Bright's multiple listing service (MLS). For more information, go to www.brightmls.com/open.

HOW DOES BRIGHT WORK?

Impartial Cooperation Among Agents and Brokers. Bright supports an open, transparent market for property information by requiring subscribers (licensed agents and brokers) to cooperatively share information about all available properties and make them available to subscribers in the area on an impartial basis.

Open, Transparent Access to Information. You and your broker decide on the information, pictures, and price submitted to Bright for your home. Bright checks it for accuracy, enhances it with historical records, and shares it (for free) with 100,000+ brokers/agents and thousands of sites and apps. Bright charges you nothing; subscribers pay a flat subscription fee.

What do I need to know about broker fees?

What your broker may earn, and what you may pay, must be agreed in a contract by the time you (seller/landlord) sign a listing agreement, or you (buyer/tenant) are taken on a home tour. **Those amounts are not set by law, trade association, or Bright; they are fully negotiable.**

Subscribers must work impartially with their clients and other subscribers, in their client's best interest, regardless of any financial arrangement with another broker, which may not be communicated using Bright's system and must be disclosed in writing to their client.

A buyer/tenant may ask in a purchase offer for a seller/landlord to cover closing costs, including broker fees. If you are a seller/landlord, you may choose to agree to cover a buyer's closing costs or service provider fees (e.g., title, broker or lawyer fees), or provide other concessions.

Client Initials to Acknowledge Understanding the Above: _____

As the seller/landlord, how will my broker use Bright to market my home?

1: When will your broker allow potential buyers/renters to learn about the property? 1/1/2025 (date)

Subscribers must submit information to Bright about every property with an exclusive listing within two days of allowing any potential buyers (or renters) to learn about the property.

2: How will your broker use Bright? (Initial one applicable option)

2-A. Use Bright to share my home's information with the open market (Internet: Yes)

Bright will share the property's information with other subscribers and popular websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

2-B. Use Bright to share my home's information with real estate professionals in Bright's MLS only, and do not publicly market my home on the Internet (Internet: No)

Your broker may select not to have your property's information shared with websites/apps. You and your broker still manage access to the home (use option 2-C if tours/showings/open houses are not yet available when information must be submitted to Bright).

2-C. My home is ready for marketing, but will be ready for showings beginning on / / (date)

The property will be "Coming Soon" in Bright until ready for home tours/showings/open houses, and then "Active" once any of those begin. *If option 2-C is selected, also check one: Internet: [] Yes [] No*

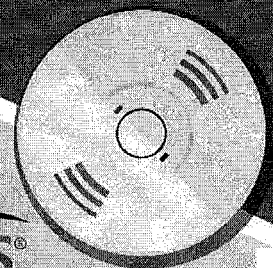
2-D. I do not want my home on the open market: Restrict marketing only to my broker's network.

Studies show that homes publicly marketed through Bright's MLS typically sell for significantly more than homes marketed as "off MLS," "off market," "private" or "exclusive." And most homes that start with restricted marketing find a buyer only once marketed through the MLS to the open market. If you want to instruct your broker to restrict marketing, then you must sign Bright's separate Limited Marketing/Office Exclusive form because this limits people's access to information.

SMOKE ALARM LAWS

2018

Maryland
REALTORS®



AS OF JANUARY 1, 2018 - MARYLAND LAW REQUIRES:

IF BATTERY OPERATED ONLY, ALARM MUST:

- Be powered by 10-year sealed battery
- Have a silence/hush feature

IF HARDWIRED ALTERNATING CURRENT (AC) ALARM:

- May NOT be older than 10 years from the date of manufacture*

ONE ALARM MUST BE LOCATED ON EACH LEVEL OF THE DWELLING INCLUDING THE BASEMENT

NOTE: REGARDLESS OF WHEN BUILT, battery operated only alarms must be powered by 10-year sealed batteries, and no unit, whether battery operated or AC, may be older than 10 years. Types of alarms found in homes have changed over time based on requirements at the time of construction.

BUILT BEFORE
7/1/75



Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
7/1/75 - 1/1/89



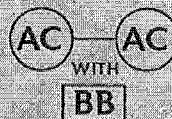
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
1/1/89 - 7/1/90



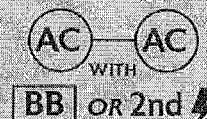
Located:
Each hallway outside
bedroom(s)

BUILT BETWEEN
7/1/90 - 7/1/13



Located:
Each hallway outside
bedroom(s)

BUILT AFTER
7/1/13



Located:
Each hallway outside
bedroom(s) AND in
each bedroom

BE AWARE!

- Hardwired AC Alarms must be replaced with hardwired alarms of the same type.
- Additional alarms required as of January 1, 2018 (such as in basement) may be battery operated if they are 10-year sealed battery alarms with a silence/hush button feature.
- A seller who fails to comply with the law is subject to a fine, imprisonment, or both.
- As required by law, any information about alarms that is shared with a REALTOR® is considered a material fact that must be disclosed to all parties.

*NOTE: Date of manufacture will be marked on back of smoke alarm. If no date is printed on device, it should not be used.

KEY

- B: Battery powered alarm
- AC: Alarm powered by alternating current (hardwired)
- AC-AC: Hardwired interconnected alarm
- BB: Battery Backup
- 2nd ⚡: Alternate secondary power source (i.e. WiFi or Radio Frequency)



**FREDERICK
COUNTY
ASSOCIATION OF
REALTORS®**

FREDERICK COUNTY NOTICES AND DISCLOSURES

This disclosure statement is attached to and hereby made a part of the Contract dated _____ between _____ (Buyer) and **Richard H. Ellison, Wendy K. Ellison** (Seller) for the property located in the County of Frederick, State of Maryland, described as **115 Emmitsburg Road, Thurmont, MD 21788** (the "Property").

1. **MASTER PLANS AND ZONING ORDINANCES:** Buyers have the right to review any applicable master plans and zoning ordinances, including but not limited to: Frederick Municipal Airport Overlay Zone, Historic Preservation Overlay District, National Register of Historic Places, Livable Frederick Master Plan, Carroll Creek Overlay District, and Monocacy Scenic River Management Plan, or other maps and information relating to planned land uses, roads, highways and the location of parks and other public facilities affecting the property. This information may be found online or at most local, county or state offices such as Parks and Recreation, Planning and Zoning, etc.
2. **FREDERICK COUNTY RIGHT TO FARM ORDINANCE NO. 96-23-175:** FREDERICK COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Frederick County Right to Farm Ordinance) WITHIN THE COUNTY. Buyer(s) may be subject to inconveniences or discomforts arising from such operations, including but not limited to: noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hour period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Frederick County has determined that inconveniences or discomforts associated with such agricultural operations shall not be considered to be an interference with reasonable use and enjoyment of land, if such operations are conducted in accordance with generally accepted agricultural management practices. Frederick County has established an Agricultural Reconciliation Committee to assist in the resolution of disputes which might arise between persons in this County regarding whether agricultural operations conducted on agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well-being and whether those operations are being conducted in accordance with generally accepted agricultural practices. If you have any question concerning this policy or the Reconciliation Committee, please contact the Frederick County Planning Department.
3. **SPECIAL TAXING DISTRICT OR COMMUNITY DEVELOPMENT AUTHORITY (CDA):** The property may be part of a Special Taxing District or Community Development Authority (CDA). There are Special Taxing Districts and CDAs in Frederick County, including but not limited to: Lake Linganore CDA, Urbana CDA, Brunswick Crossing, Lake Linganore-Oakdale CDA, Jefferson Tech Park, and others. For the most accurate and up-to-date information, please contact MuniCap, Inc. at (443) 539-4101.

If this sale is subject to a tax or fee of a Special Taxing District or CDA, State law requires that the seller disclose to the buyer at or before the time the contract is entered into, or within 20 calendar days after entering into the contract, certain information concerning the property being purchased. The content of the information to be disclosed is set forth in §10-704 of the Real Property Article of the Maryland Annotated Code and includes the amount of the current annual tax or fee, the number of years remaining for the tax or fee, and a statement of whether any tax or fee against the property is delinquent.

- The amount of the current annual tax or fee of the Special Taxing District or Community Development Authority on the property is \$ N/A
- The number of years remaining for the tax or fee of the Special Taxing District or Community Development Authority on the property is N/A
- Any tax or fee of the Special Taxing District or Community Development Authority against the property ☐ is delinquent or ☐ is not delinquent. N/A

Revised December 2024

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Page 1 of 2

4. **NOTICE ON ZONES OF DEWATERING INFLUENCE:** The property may be located in a "Zone of Dewatering Influence." Such a zone is defined under Maryland law as the area surrounding a surface pit mine in "karst" terrain (limestone and carbonate rock containing closed depressions, sinkholes, caverns, cavities, and underground channels), where groundwater has been depleted through pumping activities in the subject mine. Dewatering of karst terrain may result in gradual caving in or sinking of the surface of the land. Dewatering may also result in declining ground water levels, which may affect the yield of wells on a property. The Maryland Department of the Environment (MDE) is required to provide on its website for use by the public a searchable map of established zones of dewatering influence. The MDE website can be accessed at <https://mde.maryland.gov/programs/LAND/mining/Pages/mapping.aspx>

A PURCHASER OF REAL PROPERTY LOCATED IN BALTIMORE COUNTY, CARROLL COUNTY, FREDERICK COUNTY, OR WASHINGTON COUNTY IS ADVISED TO CONTACT THE MARYLAND DEPARTMENT OF THE ENVIRONMENT TO DETERMINE WHETHER THE REAL PROPERTY FOR PURCHASE IS LOCATED WITHIN A ZONE OF DEWATERING INFLUENCE. MARYLAND LAW PROVIDES CERTAIN REMEDIES FOR PROPERTY IMPACTED BY DEWATERING.

Richard H. Ellison 5/8/25
SELLER Richard H. Ellison DATE

Wendy K. Ellison 5/8/25
SELLER Wendy K. Ellison DATE

BUYER DATE

BUYER DATE



Revised December 2024
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For the sole use of the Frederick County Association of Realtors, Inc., and its members; to be used in Maryland only.
This form may not be altered, except as negotiated by the parties to this Contract. The Association, its members, and employees assume no responsibility if this form fails to protect the interests of any party.





**FREDERICK
COUNTY
ASSOCIATION OF
REALTORS®**

HOMEOWNER'S INSURANCE DISCLOSURE

Property Address: 115 Emmitsburg Road Thurmont, MD 21788
Street Address City/State/Zip

To assist the buyer in securing a homeowner's policy, the Seller makes the following disclosure by checking the appropriate statement:

1. ☐ I/We have filed no insurance claims, nor have any knowledge of any claims filed on the property listed above in the past five (5) years. I/We are not aware of any existing conditions that may lead to a claim against our homeowner's insurance policy.
2. ☐ I/We have filed _____ insurance claim(s) or know that there has/have been claims made during the past five (5) years, either by me/us or by the previous owner(s).

If item number 2 is checked, please describe the facts of the claim and/or conditions that may have led to a claim:

The current insurance company is: Allstate

Richard H. Ellison 5/8/25

Seller's Signature / Date

Richard H. Ellison

Wendy K. Ellison 5/8/25

Seller's Signature / Date

Wendy K. Ellison

Buyer's Signature / Date

Buyer's Signature / Date

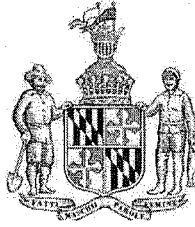
Updated December 2024

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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:

- 1) The buyer is interested in a property listed by a real estate broker; and
- 2) The seller's agent and the buyer's agent are affiliated with the same real estate broker.

Important Considerations Before Making a Decision About Dual Agency

A broker or broker's designee, acting as 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 broker does not owe undivided loyalty to either the seller or buyer.

Before the buyer and seller can proceed to be represented by a broker acting as a dual agent, they must both sign Consent for Dual Agency. If the buyer has previously signed Consent for Dual Agency, the buyer must **affirm** the buyer's consent for the purchase of a particular property before an offer to purchase is presented to the seller. If the seller has previously signed Consent for Dual Agency, the seller must **affirm** the seller's consent for the sale of the property to a particular buyer before accepting an offer to purchase the property. The **affirmation** is contained on Page 2 of this form.

Your Choices Concerning Dual Agency

In a possible dual agency situation, the buyer and seller have the following options:

1. **Consent in writing to dual agency.** If all parties consent in writing, the real estate broker or the broker's designee (the "dual agent") shall assign one real estate agent affiliated with the broker to represent the seller (the seller's "intra-company agent") and another agent affiliated with the broker to represent the buyer (the buyer's "intra-company agent"). Intra-company agents are required to provide the same services to their clients that agents provide in transactions not involving dual agency, including advising their clients as to price and negotiation strategy.
2. **Refuse to consent to dual agency.** If either party refuses to consent in writing to dual agency, the real estate broker must terminate the brokerage relationship for that particular property with the buyer, the seller, or both. If the seller terminates the brokerage agreement, the seller must then either represent him or herself or arrange to be represented by another real estate company. If the buyer terminates the brokerage agreement, the buyer may choose not to be represented but simply to receive assistance from the seller's agent, from another agent in that company, or from a subagent from another company. Alternatively, the buyer may choose to enter into a written buyer agency agreement with a different broker/company.

Duties of a Dual Agent and Intra-Company Agent

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

- 1) Anything the client asks to be kept confidential; *
- 2) That the seller would accept a lower price or other terms;
- 3) That the buyer would accept a higher price or other terms;
- 4) The reasons why a party wants to sell or buy, or that a party needs to sell or buy quickly; or
- 5) Anything that relates to the negotiating strategy of a party.

*** Dual agents and intra-company agents must disclose material facts about a property to all parties.**

How Dual Agents Are Paid

Only the broker receives compensation on the sale of a property listed by that broker.

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

Consent for Dual Agency

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 **refuse** to consent, there will not be a dual agency; and that I may withdraw the consent at any time upon notice to the dual agent. I hereby **consent** to have

Hagan Realty

act as a Dual Agent for me as the

(Firm Name)

115 Emmitsburg Road

☒ **Seller** in the sale of the property at: **Thurmont, MD 21788**

☐ **Buyer** in the purchase of a property listed for sale with the above-referenced broker.

Richard H. Ellison
Signature Richard H. Ellison

5/8/25
Date

Wendy K. Ellison 5/8/25
Signature Wendy K. Ellison Date

AFFIRMATION OF PRIOR CONSENT TO DUAL AGENCY

The undersigned **Buyer(s)** hereby affirm(s) consent to dual agency for the following property:

115 Emmitsburg Road, Thurmont, MD 21788

Property Address

Signature Date

Signature Date

The undersigned **Seller(s)** hereby affirm(s) consent to dual agency for the Buyer(s) identified below:

Name(s) of Buyer(s)

Signature Date

Signature Date