



SOUTHERN MARYLAND ADDENDUM TO STATE CONTRACT

Southern Maryland Association of REALTORS® Local Notices and Disclosures Addendum to MAR Contract

This is an addendum to the Maryland Association of REALTORS® Residential Contract of Sale.

To the extent there is a conflict between the State Contract and this Addendum, the terms of this Addendum shall control.

THIS ADDENDUM No. _____ to Contract dated the _____ day of _____, _____, by and between _____ and _____, "Seller", and _____ and _____, "Buyer", for property located at _____.

1. INCLUSIONS/EXCLUSIONS. The purchase price shall also include the following, AS AND IF NOW INSTALLED IN OR ON THE PREMISES: lighting fixtures, awnings, trees, shrubbery and plants.

2. PROPERTY DESCRIPTION: The property to be conveyed hereby is also known as Lot No. _____ (_____) of _____ Subdivision, and contains approximately _____ (_____) acres.

3. ON-SITE SEWAGE DISPOSAL SYSTEM (SEPTIC) TESTING. In the event Property is serviced by a septic system, Seller, at Seller's expense agrees to provide Buyer with a certification that the septic system is in proper operating condition based on dye test and visual inspection. In the event Buyer elects testing other than the dye test, "On-Site Sewage Disposal System Addendum" must be attached. Addendum attached Yes No.

4. POSSESSION/OCCUPANCY. Seller agrees to give possession and occupancy at the time of settlement, and in the event Seller shall fail to do so, Seller shall be a tenant at sufferance of the Buyer and liable for all damages. Seller hereby waives all notice to quit as provided by the laws of the State of Maryland.

5. FIRE RETARDANT TREATED WOOD. NOTICE TO BUYER. Buyer is advised that the Property may have been constructed with the use of fire-retardant treated ("FRT") wood. Addendum attached Yes No.

6. SURVIVAL OF DEED. The provisions of this entire contract of sale shall survive delivery of the deed and shall not be merged therein.

7. ZONING/LAND USE. Seller certifies that Seller has no knowledge of any published preliminary or adopted land use plan or adopted zoning map amendment which may result in condemnation or taking of any part of Seller's Property. Further, Seller has made no representations regarding land use, roads, highways, parks, transportation, rezoning, etc., and Buyer is not relying on Seller to make such representations. Buyer acknowledges that Buyer is aware that information relative to government plans for land use, roads, highways, parks, transportation, rezoning, etc., is available for inspection at the Planning & Zoning Department at the County Court House or the County Administration Building.

8. MILITARY AIRCRAFT OPERATIONS. The Property may be located within or near several military aircraft operation centers located in Calvert County, Charles County, Prince George's County or St. Mary's County. Properties located within or near such military aircraft operation centers may be impacted by varying degrees of noise levels and potential military aircraft accidents as well as noise from gunfire or explosive testing. The following is a description of such military aircraft operation centers; however, the following list is not all-inclusive:

- a. Naval Air Station, Patuxent River, MD.
- b. Naval Surface Warfare Center, Dahlgren Division, Dahlgren, VA.
- c. Naval Surface Warfare Center, Indian Head Division, (IHDIV), Indian Head, Md., and Naval Explosive Ordnance Disposal Technology Division (NAVEODTECHDIV), Indian Head, Md.
- d. Andrews Air Force Base

Buyer acknowledges that Buyer, prior to the submission of a written offer to purchase the Property, is solely responsible to contact the military aircraft operation centers, as identified above, which may impact upon the Property in order to ascertain the potential noise levels and accident probabilities in relation to the location of the Property within or near one or more of the above military aircraft operation centers.

Paragraph 51 in the MAR Contract is still in effect. This paragraph only qualifies said paragraph by identifying the actual installations.

9. ST. MARY'S COUNTY TRANSFER TAX EXEMPTION. If the property being purchased is **owner-occupied residential** improved property located in ST. MARY'S COUNTY, Buyer is entitled to an exemption from the St. Mary's County transfer tax of the first \$30,000 of the consideration paid for the property. Unless the Seller has agreed in writing to pay the entire St. Mary's County transfer tax, the full \$30,000 exemption shall inure to the benefit of Buyer.

10. RIGHT TO FARM ORDINANCE – CALVERT, CHARLES AND ST. MARY'S COUNTIES – If the Property being purchased or leased is located in Calvert, Charles or St. Mary's Counties, the transferor is required, prior to or upon transfer of the Property, to provide Buyer or Lessee with a Real Estate Transfer Disclosure Statement advising the Buyer or Lessee of the existence of the respective County's Right to Farm Ordinance, which Statement is required to be in such form as required by the laws of the respective County.

Real Estate Transfer Disclosure Statement attached: Yes No.

Buyers' initials

Sellers' Initials

11. NOTICE TO BUYER –COMMUNITY FRONT FOOT BENEFIT FEES AND OTHER CHARGES. Front Foot Benefit Fees are those charges assessed by a builder, developer, or other private entity to cover the costs of development of a property or community including but not limited to the construction of roads, public and private water and sewer mains, pumping stations, designated greenways, conservation easements, rights of way or other costs of development which serve or benefit the Property directly. Seller hereby discloses and represents that the property: **(Seller to initial applicable provision) A.** [] [] **IS NOT** subject to a fee or assessment charged by the developer or other private entity hereinafter Seller Initials called (“Lienholder”) which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner. **B.** [] [] **IS** subject to a fee or assessment charged by the developer or other private entity (Lienholder) Seller Initials which is payable as a one time or ongoing fee, runs with the land, and constitutes a contractual obligation between the Lienholder and the Property owner. This fee or assessment is in the amount of _____ Dollars (\$ _____) and is payable on a one-time basis or on an ongoing basis by: year / quarter / month to: (name and address) _____, (Lienholder). There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property and is not in any way a fee or assessment by the local County.

12. NOTICE TO BUYER – COMMUNITY WATER AND/OR SEWAGE FACILITY FEES. Community Water and Sewage Facility Fees are charges assessed by a builder, developer or other private entity to cover the costs of construction, installation and maintenance of water and wastewater services facilities which continuously serve the community or subdivision in which the property is located. Seller hereby discloses and represents that the property: **(Seller to initial applicable provision) A.** [] [] **IS NOT** subject to a fee or assessment which purports to cover or defray the cost of installing and/or Seller Initials maintaining all or part of the water or wastewater facilities constructed by the developer of the _____ community and/or subdivision. **B.** [] [] **IS** subject to a fee or assessment which purports to cover or defray the cost of installing and/or Seller Initials maintaining all or part of the water or wastewater facilities constructed by the developer of the _____ community and/or subdivision. This fee or assessment is in the amount of _____ Dollars (\$ _____) and is payable annually in (month) _____ to (name and address) _____, hereinafter called (“Lienholder”). There may be a right of prepayment or discount for early payment which may be ascertained by contacting the Lienholder. This fee or assessment is a contractual obligation between the Lienholder and each owner of the property and is not in any way a fee or assessment by the local County.

13. Additional Information: (Check if applies)

	Owned	Leased
Fuel Oil Tank(s)	<input type="checkbox"/>	<input type="checkbox"/>
Liquid Propane Tank(s)	<input type="checkbox"/>	<input type="checkbox"/>
Water Treatment System	<input type="checkbox"/>	<input type="checkbox"/>
Home Security Alarm System	<input type="checkbox"/>	<input type="checkbox"/>
Solar Electric Generating System	<input type="checkbox"/>	<input type="checkbox"/>

Utilities or System Service Companies may require a new lease agreement with the Buyer for their use.

14. HOME WARRANTY: Company Name: _____ \$ _____ **Paid by:** Buyer Seller

15. IF A PRIVATE ROAD/DRIVEWAY AGREEMENT EXISTS, SELLER TO PROVIDE A COPY TO THE BUYER

16. ADDITIONAL PROVISIONS:

17. The total number of Addenda attached to this Contract of Sale including this Addendum is _____.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals.

Buyer's Signature Date

Seller's Signature Date

Buyer's Signature Date

Seller's Signature Date



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[] []
Buyers' initials
SMAR Form No. 101

[] []
Sellers' Initials
(Rev 2/2016)