



**Montgomery County Jurisdictional Addendum to the
Listing Agreement for Improved Real Property**
(Required for all Listing Agreements in Montgomery County)

The Listing Agreement 7/16/24, by and between Kevin Link (Link Family Tr.)
Sellers and Weichert, Realtors, Broker for the property known as
425 Christopher Ave #39, Gaithersburg MD 20879 is hereby amended
by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Agreement.

1. AGENCY:

- A. **Agency Disclosure and Consent for Dual Agency:** Seller acknowledges that the Broker has informed Seller of his rights and obligations as defined in "Consent for Dual Agency." Copy attached hereto.
- B. **Ministerial Acts:** Seller agrees that the Agent may perform ministerial acts for the Buyer. A "ministerial act" is an act where the Agent assists the Buyer to complete or fulfill a sales contract with the Seller and an act that does not involve discretion or the exercise of the Agent's own judgment.

2. **FAIR HOUSING:** Seller acknowledges that Montgomery County and the State of Maryland require that the Property shall be made available to all persons without regard to race, color, religious creed, ancestry, national origin, sex, marital status, disability, presence of children, family responsibilities, sexual orientation, source of income, age or gender identity.

3. **TRANSFER AND RECORDATION FEES:** There are three taxes payable in Montgomery County when a Deed is recorded: 1) the State Recordation Tax; 2) the State Transfer Tax and 3) the Montgomery County Transfer Tax.

Maryland law requires that the cost of these three taxes shall be paid as follows:

- A. If Buyer is not a first time Maryland home buyer*, then such taxes shall be shared equally between Seller and Buyer, unless otherwise negotiated in the sales contract.
- B. If Buyer is a first time Maryland home buyer*, then all the transfer and recordation taxes shall be paid by the Seller, unless otherwise negotiated in the sales contract.
- C. If Buyer is a first time Maryland home buyer*, Maryland law states that the rate of the State Transfer Tax is reduced to ¼% of the sales price and shall be paid by the Seller.

*Under Maryland Code §14-104, a first time Maryland home buyer is defined as an individual who has never owned residential real property in the State that has been the individual's principal residence AND the residence being purchased will be occupied by the home buyer as their principal residence.

4. **MARYLAND NON-RESIDENT SELLER TRANSFER WITHHOLDING TAX DISCLOSURE:** Seller acknowledges, pursuant to Maryland Code §10-912 of the Tax-Property Article, Annotated Code of Maryland, that if Seller is

- A. a non-resident individual of the State of Maryland, **OR**
- B. 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:

- i. 8% of the total payment to a non-resident individual(s) Seller; **OR**
- ii. 8.25% of the total payment to a non-resident entity Seller

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**

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- 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
 - a. there is no tax due in connection with the sale or exchange of the Property; or
 - b. 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-MD-TAXES (1-800-638-2937). Obtaining the certificate requires a MINIMUM of at least three (3) weeks);

OR

 - C. Has satisfied the tax liability or has provided adequate security to cover such liability; **OR**
 - D. 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 total sales price 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.

- 5. **RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges Seller's receipt of and/or completion of the following disclosures, as applicable, and authorizes Broker to make them available to prospective purchasers:
 - "Maryland Residential Property Disclosure or Disclaimer Statement" (Form 912)
 - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES" (Form 907A)
 - "Lead Paint - Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for RENTALS" (Form 907B)
 - "Maryland Lead Poisoning Prevention Program Disclosure" (Form 908)
 - "REA - Regulations, Easements and Assessments Disclosure Addendum" (Form 900)
 - "Inclusions/Exclusions Disclosure and/or Addendum: (Form 911)
 - NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing"
- 6. **OPEN HOUSE:** During an open house, Seller hereby gives consent to Broker and licensees thereof to discuss other properties unless otherwise specified here: _____
- 7. **HOME SECURITY SYSTEMS THAT MONITOR OR RECORD AUDIO:** Seller is advised that Maryland law prohibits audio recording and/or monitoring of private conversations without the consent of all parties.
- 8. **OFFER PRESENTATION:** All written offers or counteroffers shall be presented to the Seller in full as a hard copy or in electronic format unless otherwise specified here: _____
- 9. **TERMINATION:**
 - A. The Brokerage Relationship established by this Agreement may be terminated unilaterally by either party prior to the end of the Listing Period by either party Delivering 10 days advance Notice to the other.
 - B. Even if the Brokerage Relationship is terminated under the terms above, the **Contractual Obligations** shall remain in full force and effect, unless terminated by mutual written consent of all parties. In addition, the terms of GCAAR Listing Agreement paragraph 7.A.2 or MR Listing Agreement paragraph 14 ("Protection Period") shall survive even if the Agreement is terminated early.

Kerwin E. Sandoval 7/15/2024
 Seller Date

Valerie Huffman
 Managing Broker Name

Lynette L. Quirk Grantor & Trustee 7/15/2024
 Seller Date

Valerie Huffman 07/16/2024
 Managing Broker Signature Date

J. Fin
 Listing Agent Signature Date

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