



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 seller.

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 a brokerage relationship with the seller, and assists a prospective buyer in the acquisition of real estate for sale in a non-brokerage relationship 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 brokerage 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 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) 230-6230.

We, the ☒ Sellers/Landlord ☐ Buyers/Tenants acknowledge receipt of a copy of this disclosure

and that Keller Williams Alliance Group (firm name)

and James Nellis, Jr. (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

<u>hmcprnight</u> Signature	<u>10/7/2021</u> (Date)	 Signature	 (Date)
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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.

<u>Cornelius Pressley</u> Name of Individual to whom disclosure made	 Name of Individual to whom disclosure made
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<u>James Nellis</u> Agent's Signature	<small>dotloop verified 10/09/21 11:22 AM EDT DDKL-YGHH-EJEZ-FMSF</small> (Date)
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**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**
For the sole purpose of assisting the agent in preparing an offer and
is not to be part of the Contract of Sale

ADDENDUM dated 06/30/2021 - October 7, 2021 to Exclusive Right to Sell Residential Brokerage Agreement
between Seller(s) Cornelius Pressley
and Broker Keller Williams Alliance Group
for Property known as 3502 North Forest Edge Road, District Heights, MD 20747

INCLUSIONS/EXCLUSIONS: Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED	INCLUDED	INCLUDED	INCLUDED
<input checked="" type="checkbox"/> Alarm System	<input checked="" type="checkbox"/> Exist. W/W Carpet	<input checked="" type="checkbox"/> w/ice maker	<input type="checkbox"/> Water Filter
<input type="checkbox"/> Built-in Microwave	<input checked="" type="checkbox"/> Fireplace Screen/Doors	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Water Softener
<input type="checkbox"/> Ceiling Fan(s) # _____	<input type="checkbox"/> Freezer	<input type="checkbox"/> Screens	<input type="checkbox"/> Window A/C Unit(s) # _____
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Shades/Blinds	<input type="checkbox"/> Window Fan(s) # _____
<input checked="" type="checkbox"/> Clothes Dryer	<input type="checkbox"/> Garage Opener(s) # _____	<input type="checkbox"/> Storage Shed(s) # _____	<input type="checkbox"/> Wood Stove
<input checked="" type="checkbox"/> Clothes Washer	<input type="checkbox"/> w/remote(s) # _____	<input type="checkbox"/> Storm Doors	
<input type="checkbox"/> Cooktop	<input checked="" type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Storm Windows	
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Hot Tub, Equip. & Cover	<input checked="" type="checkbox"/> Stove or Range	
<input type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Intercom	<input type="checkbox"/> T.V. Antenna	
<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> Trash Compactor	
<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Pool, Equip. & Cover	<input type="checkbox"/> Wall Mount T.V. Brackets	
<input checked="" type="checkbox"/> Exhaust Fan(s) # <u>all</u>	<input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>	<input type="checkbox"/> Wall Oven(s) # _____	

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

LEASED ITEMS: FUEL TANKS, SOLAR PANELS AND OTHER ITEMS: Seller's intentions with regard to any leased items are as follows:

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply: <input checked="" type="checkbox"/> Public	<input type="checkbox"/> Well			
Sewage Disposal: <input checked="" type="checkbox"/> Public	<input type="checkbox"/> Septic			
Heating: <input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input type="checkbox"/> Elec.	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Other _____
Hot Water: <input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.	<input type="checkbox"/> Other _____	
Air Conditioning: <input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.	<input type="checkbox"/> Other _____		

<u>hmcpright</u>	<u>10/7/2021</u>		
Seller	Date	Seller	Date

