

CONTRACT OF SALE

Baltimore County, Maryland, **DRAFT**

I, **DRAFT** _____ **DRAFT**
(“Purchaser”) have this day purchased at Public Auction for the price of _____ **DRAFT**
(the “Purchase Price”) (Purchase Price includes a 5% Buyer’s Premium), the property
known as _____, Baltimore County, Maryland _____ (the “Property”), In
Fee Simple, From _____ (“Seller”), of which a deposit of _____ **DRAFT**
(the “Deposit”) has been paid.

In consideration of the mutual promises and agreements set forth in this Contract of Sale and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Purchaser and Seller agree as follows:

Auctioneer shall hold the Deposit in Auctioneer’s auction escrow account pursuant to the terms of this Contract of Sale. The balance of the Purchase Price shall be paid in cash at settlement, which shall take place within 30 days from the date of this Contract of Sale (the “Closing”). The Deposit shall be non-refundable to Purchaser except as expressly provided in this Contract of Sale. If payment of the Deposit or balance of the Purchase Price does not take place within the specified time, the Deposit shall be forfeited and the Property may be resold at the risk and expense of the Purchaser. If the Seller is unable to convey good and marketable title, Purchaser’s sole remedy under this Contract of Sale or in law or equity shall be limited to the refund of the Deposit, and Purchaser hereby waives any and all other remedies. Upon refund of the Deposit to Purchaser the sale of the Property from Seller to Purchaser shall be null and void and of no effect, and Purchaser shall have no claim against the Seller. Other than a claim for a release of the Deposit actually held by Auctioneer (which claim shall terminate upon the release by Auctioneer of the Deposit pursuant to this Contract of Sale), neither Seller or Purchaser shall have any claim whatsoever against Auctioneer and Seller and Purchaser waive any such claims and agree to jointly indemnify and hold Auctioneer harmless from any such claims. In the event of any dispute regarding the Deposit, Auctioneer shall be entitled to interplead such Deposit with a court of competent jurisdiction and thereafter shall be released from all liability for such Deposit under this Contract of Sale.



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Purchaser acknowledges that except as expressly stated in this Contract of Sale, there are no contingencies to Purchaser's obligation to purchase the Property pursuant to this Contract of Sale, including without limitation any financing contingency. The Seller makes no representations or warranties as to the condition of the Property or any improvements thereon and Purchaser acknowledges and agrees to purchase the Property in its "AS IS/WHERE IS" "WITH ALL FAULTS" condition and basis, subject to all easements, agreements, restrictions or covenants of record, zoning, and all laws, regulations, and governmental rules affecting same, and subject to the Declaration and By-laws of the _____ Condominium Association (If any). The Purchaser agrees to waive the right of rescission under Maryland Condominium Law, having received and reviewed the Condominium Resale Package (if any). Security deposits, if any, shall be adjusted to the time of settlement. Purchaser waives the right of inspection for lead paint, as provided under current Federal and State law. Purchaser assumes the risk of loss from and after the date of this Contract of Sale. All adjustments, including taxes, rent, ground rent, condominium fees (if any), all other public charges and assessments payable on a monthly or annual basis, and sanitary and/or metropolitan district charges, if any, shall be adjusted for the current year to the date of settlement and assumed thereafter by the Purchaser. Recordation costs, transfer taxes and all costs incidental to settlement to be paid by Purchaser except where otherwise required by local, State or Federal law.

Purchaser acknowledges that it is the intention of the Seller to create an IRS Section 1031 Tax Deferred Exchange (the "Exchange") and that the Seller's rights and obligations under this Contract may be assigned to a qualified intermediary (the "Intermediary") to be designated by the Seller to facilitate such Exchange. Buyer agrees to fully cooperate with the Seller and Intermediary, at no additional cost or liability to the Buyer, to enable Seller to utilize the contemplated Exchange.

This Contract of Sale shall be governed by and construed under the laws of the State of Maryland, without regard to its conflict of laws provisions. This Contract of Sale shall be binding upon each party hereto and such party's heirs, legal representatives, successors and assigns and shall inure to the benefit of each party hereto and such party's heirs, legal representatives, successors and assigns. If any party to this Contract of Sale is made up of more than one person, then all such persons shall be included jointly and severally, even though the defined term for such party is used in the singular in this Contract of Sale. This Contract of Sale shall be construed without regard to any presumption or other rule requiring construction against the party causing this Contract of Sale to be drafted. Time is of the essence for all matters under this Contract of Sale.

This Contract of Sale may be executed in one or more counterparts, including by facsimile and email, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Note: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

NOTICES AND DISCLAIMERS: Purchaser acknowledges that Federal, State, or local law may provide for certain notices and disclaimers with respect to the purchase of the Property. Due to the purchase of the Property at auction, except for the notices and disclaimers contained in this Contract of Sale, Purchaser hereby waives any and all requirements to include such notices and disclaimers in this Contract of Sale and releases, indemnifies, and holds Seller and Auctioneer harmless from making or including any such notices and disclaimers with respect to the Property. Purchaser shall solely be responsible for ensuring that it has satisfied itself with respect to the condition of the Property including, without limitation, any notice or disclosure that is required by applicable law. Purchaser hereby acknowledges that Purchaser is not relying on any notice or disclosure by Seller or Auctioneer, or the lack of any such notice or disclosure, with respect to the purchase of the Property. By purchasing the Property, Purchaser shall be deemed to have knowledge of any notice or disclosure required by applicable law.

NOTICE

The seller is required by law to furnish to you not later than 15 days prior to closing certain information concerning the condominium which is described in §11-135 of the Maryland Condominium Act. This information must include at least the following:

- (I) A copy of the declaration (other than plats);
- (ii) A copy of the by-laws;
- (iii) A copy of the rules and regulations of the condominium;
- (iv) A certificate containing:

1. A statement disclosing the effect on the proposed conveyance of any right of first refusal or other restraint on the free alienability of the unit, other than any restraint created by the unit owner;
2. A statement of the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;
3. A statement of any other fees payable by the unit owners to the council of unit owners;
4. A statement of any capital expenditures approved by the council of unit owners or its authorized designee planned at the time of the conveyance which are not reflected in the current operating budget included in the certificate;
5. The most recently prepared balance sheet and income and expense statement, if any, of the condominium;
6. The current operating budget of the condominium, including details concerning the amount of the reserve fund for repair and replacement and its intended use, or a statement that there is no reserve fund;
7. A statement of any judgments against the condominium and the existence of any pending suits to which the council of unit owners is a party;
8. A statement generally describing any insurance policies provided for the benefit of the unit owners, a notice that the policies are available for inspection stating the location at which they are available, and a notice that the terms of the policy prevail over the general description;

9. A statement as to whether the council of unit owners has knowledge that any alteration or improvements to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, by-laws, or rules or regulations;

10. A statement as to whether the council of unit owners has knowledge of any violation of the health or building codes with respect to the unit, the limited common elements assigned to the unit, or any other portion of the condominium;

11. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal of it; and

12. A description of any recreational or other facilities which are to be used by the unit owner or maintained by them or the council of unit owners, and a statement as to whether or not they are to be a part of the common elements; and

(v) A statement by the unit owners as to whether the unit owner has knowledge:

1. That any alteration to the unit or to the limited common elements assigned to the unit violates any provision of the declaration, by-laws, or rules and regulations.

2. Of any violation of the health or building codes with respect to the unit or the limited common elements assigned to the unit.

3. That the unit is subject to an extended lease under §11-137 of this title or under local law, and if so, a copy of the lease must be provided.

I hereby acknowledge receipt of these documents (if any) and waive my right of rescission as provided under the Maryland Condominium Act.

WITNESS:
as to signatures and receipt of deposit

Signed: _____ (Seal)
Purchaser

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Seller (Seal)

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS FOR HOUSING SALES

Addendum Number 1 to Contract of Sale (the "Contract") dated _____

Buyer(s): _____

Seller(s): _____

Property: _____

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Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

___ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

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

___ (b) Records and reports available to the seller (check one below):

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

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

Seller is ___ or is not obligated to complete the modified risk reduction treatment required under the Maryland Program because seller has received written notice of a defect or of the fact that a pregnant woman or child under the age of six, who resides or spends at least 24 hours per week at the Property, has an elevated blood lead level greater than or equal to 15 micrograms per deciliter (gmug/dl) of blood (attach copies of notices.)

Purchaser's Acknowledgment (initial)

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

___ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

___ (e) Purchaser has (check one below):

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

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

Agent's Acknowledgment (initial)

___ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller _____ Date _____

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent _____ Date _____

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