





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. 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, ground rent, 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 this Contract of Sale 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.

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.

**PROPERTY DISCLAIMER STATEMENT:** Except for latent defects of which the Seller(s) has actual knowledge, the Seller(s) makes no representations or warranties as to the condition of the real property or any improvements on the real property; and the Purchaser(s) will be receiving the real property "AS IS", with all defects, including latent defects, that may exist, except as otherwise provided in the Contract of Sale of the property. The Purchaser(s) and Seller(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under Section 10-702 of the Maryland Real Property Article.



**REAL ESTATE • AUCTIONEERS**

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.

PURCHASER(S) HEREBY ACKNOWLEDGES THAT PURCHASER(S) IS AWARE THAT THE PROPERTY PURCHASER(S) INTENDS TO PURCHASE WILL BE SERVED BY A PRIVATE WATER SUPPLY SYSTEM AS A SOURCE OF DOMESTIC WATER, THAT WATER QUANTITY IS MOST IMPORTANT FOR RESIDENTIAL USE OF THE PROPERTY, THAT SECTIONS 34-2-104 AND 34-2-102(B) OF THE BALTIMORE COUNTY CODE REQUIRE SELLER(S) TO PROVIDE A WELL WITH A SUPPLY OF WATER MEETING CERTAIN MINIMUM WATER YIELD AND CHEMICAL QUALITY REQUIREMENTS, AND THAT A BUILDING PERMIT WILL NOT BE ISSUED FOR CONSTRUCTION OF A RESIDENCE ON ANY LOT NOT SERVED BY A PUBLIC OR COMMUNITY WATER SUPPLY SYSTEM UNLESS IT HAS A WELL WHICH MEETS THE REQUIRED MINIMUM WATER YIELD. NEVERTHELESS, PURCHASER(S) SPECIFICALLY ELECTS TO WAIVE THE REQUIREMENT THAT A WELL MUST BE PROVIDED WHICH SATISFIES THE YIELD AND CHEMICAL QUALITY STANDARDS OF THE BALTIMORE COUNTY CODE PRIOR TO SETTLEMENT AND/OR THE DATE OF CONVEYANCE TO PURCHASER(S) WHICHEVER SHALL FIRST OCCUR. PURCHASER(S) ACKNOWLEDGES RECEIPT OF THE WELL TEST, DATED \_\_\_\_\_, AS REQUIRED BY THE AFORESAID BALTIMORE COUNTY CODE AND AGREES TO WAIVE THE WELL YIELD AND WATER CHEMICAL QUALITY REQUIREMENTS.

NOTICE ON ZONES OF DEWATERING INFLUENCE

PURCHASER 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.

WITNESS:  
as to signatures and receipt of deposit

Signed:

Purchaser

**DRAFT**

(Seal)

**DRAFT**

A. J. Billig & Co., Auctioneers

Seller

**DRAFT**

(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: \_\_\_\_\_

**DRAFT**

**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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