

REAL ESTATE PURCHASE AND SALE AGREEMENT

State of Maryland | Cash Transaction | Investor Form

1. PARTIES. This Purchase and Sale Agreement ("Agreement") is made effective as of _____, 20____ ("Effective Date"), by and between _____ ("Seller"), and _____ **and/or assigns** ("Buyer"). Buyer and Seller are together the "Parties." If the date above is left blank, the Effective Date is the date of the last signature below.

2. PROPERTY. Seller agrees to sell and Buyer agrees to buy the real property located at: Street address: _____, City: _____, County: _____, Maryland, ZIP: _____. Parcel ID: _____. Legal description (attach if lengthy): _____

The sale includes all fixtures, improvements, and appurtenances, together with the following personal property, if any:

3. PURCHASE PRICE. The total purchase price is \$_____ (_____ Dollars), payable in cash or immediately available funds at Closing. **This is a cash transaction. Buyer's obligation to close is not contingent on financing or appraisal.**

4. EARNEST MONEY. Within _____ business days after the Effective Date, Buyer will deposit \$ _____ as earnest money ("Deposit") with _____ ("Escrow Agent"), to be held in escrow and credited to the purchase price at Closing. If this Agreement is terminated during the Inspection Period under Section 6, or due to Seller's default or failure of title, the Deposit will be promptly refunded to Buyer in full. If the Parties dispute the Deposit, the Escrow Agent may hold it pending joint written instructions or deposit it with a court of competent jurisdiction, and is released from liability upon doing so.

5. AS-IS CONDITION. Buyer is purchasing the Property in its present "**AS-IS, WHERE-IS**" condition, with all faults, whether known or unknown. Seller will make no repairs and gives no warranties regarding the condition of the Property, except for any disclosures required by applicable law, which are summarized in the Disclosures section of this Agreement. Seller agrees to maintain the Property in its present condition, ordinary wear excepted, and to deliver it at Closing free of tenants and occupants unless stated here:

6. INSPECTION PERIOD. Buyer has _____ calendar days from the Effective Date ("Inspection Period") to inspect the Property and investigate all matters Buyer deems relevant, including condition, title, survey, zoning, and feasibility. Buyer and Buyer's agents, contractors, partners, and assigns may access the Property at reasonable times with prior notice. **Buyer may terminate this Agreement for any reason or no reason by written notice to Seller before the Inspection Period expires, in which case the Deposit will be refunded to Buyer and neither Party will have further obligation.** If Buyer does not terminate before the Inspection Period expires, the Deposit becomes non-refundable except as otherwise provided in this Agreement.

7. ASSIGNMENT. Buyer may assign this Agreement, in whole or in part, to any person or entity without Seller's consent. Upon assignment and the assignee's assumption of Buyer's obligations, the original Buyer is released from further liability under this Agreement. Seller acknowledges that Buyer is an investor, may assign this Agreement for a fee or other compensation, and may market its contractual interest in the Property to prospective assignees during the term of this Agreement. The Parties will comply with any disclosure or other requirements of applicable Maryland law relating to the assignment of this Agreement.

8. MARKETING AND ACCESS. During the term of this Agreement, Seller authorizes Buyer to advertise and market Buyer's contractual interest in the Property, to show the Property to Buyer's partners, lenders, contractors, and prospective assignees, and to place a lockbox or signage with Seller's consent.

9. CLOSING. Closing will occur on or before _____, 20____, or earlier by mutual agreement, at the office of the closing agent designated by ☐ Buyer ☐ Seller. Possession transfers to Buyer at Closing. Buyer may extend Closing by up to _____ additional days by written notice if reasonably required to complete title or closing matters. Seller represents that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act (FIRPTA); if Seller is a foreign person, the Parties will comply with the withholding requirements of 26 U.S.C. Section 1445 at Closing.

10. RISK OF LOSS. Risk of loss remains with Seller until Closing. If the Property is damaged by fire, casualty, or other cause before Closing, Seller will notify Buyer promptly, and Buyer may (a) proceed to Closing with an assignment of Seller's insurance proceeds relating to the damage plus a credit for any deductible, (b) accept the Property in its damaged condition with a price adjustment agreed by the Parties, or (c) if the cost to restore exceeds _____% of the purchase price, terminate this Agreement and receive a full refund of the Deposit.

11. TITLE. Seller will convey good, marketable, and insurable title by ☐ Special Warranty Deed is customary for arm's-length residential resales ☐ General Warranty Deed ☐ Special Warranty Deed, free of liens and encumbrances except easements and restrictions of record that do not impair the use or value of the Property. If a title examination reveals defects, Buyer will notify Seller in writing and Seller will have _____ days to cure. If defects are not cured, Buyer may (a) extend the cure period, (b) accept title as-is, or (c) terminate this Agreement and receive a full refund of the Deposit.

12. CLOSING COSTS AND PRORATIONS. Unless stated otherwise here, Buyer pays: closing/settlement fees, title search and owner's title insurance, and recording fees for the deed. Seller pays: satisfaction and release of existing liens, and Seller's own payoff costs. Real estate taxes, assessments, HOA/condo dues, and utilities will be prorated as of the date of Closing. Other terms:

13. DEFAULT. If Buyer defaults after the Inspection Period and Seller is not in default, Seller's sole and exclusive remedy is to receive and retain the Deposit as agreed liquidated damages, and this Agreement terminates. If Seller defaults, Buyer may (a) terminate and receive a full refund of the Deposit, or (b) seek specific performance of this Agreement.

14. NO COMMISSIONS. The Parties represent that no real estate broker or agent is involved in this transaction unless listed here, and each Party will indemnify the other against commission claims arising from that Party's own conduct. Broker(s), if any:

MARYLAND DISCLOSURE REQUIREMENTS (SUMMARY)

Residential Property Disclosure and Disclaimer Statement (Md. Code, Real Property s.10-702): Seller of 1-4 unit residential resale property must deliver either a condition disclosure statement or a disclaimer (as-is) statement on the state-prescribed form; contract must contain a conspicuous notice of the buyer's rights under the section. (Applies: all residential resale 1-4 units (exempt: new construction <1 yr CO, foreclosure/sheriff/tax sales, fiduciary transfers, transfer-tax-exempt transfers, unimproved land).)

Buyer rescission right under s.10-702 (Md. Code, Real Property s.10-702(f)-(g)): If the disclosure/disclaimer is not delivered on or before contract execution, buyer may rescind any time before receipt or within 5 days after receipt; right ends at loan application (if lender so discloses), settlement, or occupancy, whichever first. (Applies: all residential resale 1-4 units.)

Deferred Water and Sewer Charges Notice (resale) (Md. Code, Real Property s.14-117(a)(5)(ii)): NOTICE REQUIRED BY MARYLAND LAW REGARDING DEFERRED WATER AND SEWER CHARGES This property is subject to a fee or assessment that purports to cover or defray the cost of installing or maintaining during construction all or part of the public water or wastewater facilities constructed by the developer. This fee or assessment is \$____, payable annually in (____month____) until (____date____) to (____name and address____) (hereafter called "lienholder"). There may be a right of prepayment or a discount for early prepayment, which may be ascertained by contacting the lienholder. This fee or assessment is a contractual obligation between the lienholder and each owner of this property, and is not in any way a fee or assessment imposed by the county in which the property is located. (Applies: residential property served by public water/wastewater with deferred charges under recorded covenant/declaration; strongest in Prince George's County; exempt in counties with substantially similar local disclosure laws.)

Ground Rent Notice in Contract of Sale (Md. Code, Real Property s.8-811 (see also s.14-117 initial-sale ground rent disclosures)): Notice must be in substantially the statutory form, beginning: "This property (address) is subject to a ground lease. The annual payment on the ground lease ("ground rent") is \$(dollar amount)..." followed by payment due dates, holder name/address, warning of obligation to pay and collection consequences, and explanation of the right to redeem the ground lease with redemption amounts fixed by law (full form text in RP s.8-811; 'substantially similar' wording permitted). (Applies: leasehold (ground rent) properties, overwhelmingly Baltimore City and some Baltimore County; ground rents also must be registered with SDAT to be collectible (RP s.8-707).)

HOA (MHAA) Resale/Initial Sale Disclosures and Contract Notice (Md. Code, Real Property s.11B-105 to 11B-108 (contract notice per s.11B-106(b)))): Contract must include, in conspicuous type (bold and underlined), a notice beginning "This sale is subject to the requirements of the Maryland Homeowners Association Act (the 'Act')..." and reproducing the text of s.11B-106(b) in its entirety (long-form statutory notice; obtain full text from RP s.11B-106(b)). (Applies: lots in developments subject to a homeowners association.)

Condominium Resale Certificate and Contract Notice (Md. Code, Real Property s.11-135): Required conspicuous contract notice includes: "You will have the right to cancel this contract without penalty, at any time within 7 days following delivery to you of all of this information. However, once the sale is closed, your right to cancel the contract is terminated." (part of the longer statutory notice in s.11-135; simplified regime for condos under 7 units) (Applies: condo only (resale of units).)

County-specific contract notices (Critical Area, agricultural zoning, airport noise, local water/sewer) (e.g., Md. Code, Real Property s.14-117(b)-(l) and county codes): RP s.14-117 and county law layer additional contract notices in specific counties: Chesapeake Bay Critical Area, agricultural land preservation/right-to-farm, airport/military installation noise zones (e.g., Anne Arundel, Howard, Montgomery, PG); Montgomery County also requires sellers to provide a radon test result (county law, not state). (Applies: county-specific.)

Lead-Based Paint (federal, homes built before 1978): the EPA/HUD "Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards" must be completed and attached, and Buyer acknowledges receipt of the pamphlet "Protect Your Family From Lead In Your Home."

Closing Practice Note: recorded instruments: Notary acknowledgment only; no witnesses required for deeds. Deed must include attorney/party certificate of preparation to be recorded..

Contract Assignment Regulation (Md. Code, Real Property s.10-715 (HB 124/SB 160, 2025), effective Oct. 1, 2025): Disclosure regime, not licensing: a wholesale buyer (contracting on owner-occupied 1-4 unit residential with intent to assign for a fee) must disclose in writing to the owner BEFORE contract execution that the contract may be assigned; a wholesale seller must disclose in writing to the assignee before assignment that it holds only equitable interest and may not be able to convey title. Noncompliance gives the owner (or assignee) the right to rescind without penalty before closing with deposits refunded. A licensing bill (HB 301) failed; assignment, double closing, etc. remain legal with disclosure.

15. DISCLOSURES ACKNOWLEDGED. The Parties acknowledge the disclosures summarized above. Was the residence built before January 1, 1978? ☐ Yes ☐ No. If yes, the federal lead-based paint disclosure is attached as an addendum. Is the Property subject to a homeowners' or condominium association? ☐ Yes ☐ No. Any disclosure summarized above that state law requires as a separate standalone form has been or will be delivered as such before or at the execution of this Agreement: ☐ Yes ☐ Not applicable.

16. MISCELLANEOUS. This Agreement (a) is the entire agreement of the Parties and supersedes all prior negotiations; (b) may be amended only in a writing signed by both Parties; (c) is governed by the laws of the State of Maryland; (d) is binding on the Parties and their heirs, successors, and permitted assigns; (e) may be signed in counterparts, and electronic or scanned signatures are effective as originals; (f) time is of the essence; and (g) if any provision is held unenforceable, the remaining provisions continue in effect. Notices may be delivered by email to the addresses below and are effective on transmission.

17. ADDITIONAL TERMS.

SELLER signature Date

BUYER signature Date

SELLER printed name, phone, email

BUYER printed name / entity, phone, email

SELLER 2 signature (if applicable) Date

Escrow Agent acknowledgment of Deposit Date