

11. SPECIAL NOTICE. THE AGENTS ASSUME NO RESPONSIBILITY FOR THE CONDITION OF THE PROPERTY NOR FOR THE PERFORMANCE OF THIS CONTRACT BY ANY OR ALL PARTIES HERETO. PURCHASER HEREBY WARRANTS AND REPRESENTS UNTO THE REAL ESTATE BROKERS HEREIN THAT NO AGENT, SERVANT OR EMPLOYEE OF SAID REAL ESTATE BROKERS HAS MADE ANY STATEMENT, REPRESENTATION OR WARRANTY TO THEM REGARDING THE CONDITION OF THE PREMISES OR ANY PART THEREOF UPON WHICH PURCHASER HAS RELIED AND WHICH IS NOT CONTAINED IN THIS CONTRACT.

12. FORFEITURE OF DEPOSIT. If the Purchaser shall fail to make full settlement the deposit herein provided for may be forfeited at the option of the Seller, in which event the Purchaser shall be relieved from further liability hereunder, unless the Seller notifies the Purchaser and the Agents in writing within 30 days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights, other than the said forfeiture, which he may have under this contract. In the event of the forfeiture of the deposit or in the event of an award of damages by a court or a compromise agreement between Seller and Purchaser, the Seller shall allow the Agents one-half thereof as a compensation for his services, said amount not to exceed the amount of the full brokerage fee. Nothing herein contained shall prevent the Agents from holding the Seller liable for any commissions to which the Agents may be entitled.

13. TITLE. The property, including the aforesaid chattels, is sold free of encumbrance except as stated herein. Title is to be good of record and merchantable, subject, however, to covenants, rights of way, easements, conditions and restrictions of record, if any, otherwise the deposit is to be returned and sale declared off at the option of the Purchaser, unless the defects are of such character that they may be remedied by legal action within a reasonable time, but the Seller and Agent are hereby expressly released from all liability for damages by reason of any defect in the title. In case legal steps are necessary to perfect the title, such action must be taken promptly by the Seller at his own expense whereupon the time herein specified for full settlement by the Purchaser will thereby be extended for the period necessary for such prompt action.

14. PERFORMANCE. Settlement is to be made at the office of the Attorney or the Title Company examining the title. Delivery to the Attorney or to the Title Company of the cash payment and settlement costs as herein stated, the executed deed of conveyance and such other papers as are required of either party by the terms of this contract shall be considered good and sufficient tender of performance in accordance with the terms hereof. It is agreed that funds arising out of this transaction if settlement may be used to pay off any existing encumbrances, including interest as required by lender.

15. ADJUSTMENTS. Rents, taxes, water, sewer charges, oil, escrow, insurance and interest on existing encumbrances, if any, and other operating charges are to be adjusted to date of settlement. Taxes, general and special, are to be adjusted according to the certificate of taxes issued by the collector of taxes, if any, except that assessments for improvements completed prior to the date of acceptance hereof, whether assessment therefor has been levied or not, shall be paid by the Seller or allowance made therefor at time of settlement. If the property is serviced by the Washington Suburban Sanitary Commission or a local government, annual benefit charges and sewer and water tap fees of said Commission or local government are to be adjusted to date of settlement and assumed thereafter by Purchaser.

16. CONVEYANCE. Seller agrees to execute and deliver a good and sufficient special warranty deed. Purchaser agrees to have the deed of conveyance recorded promptly.

17. INSURANCE. The risk of loss or damage to said property by fire or other casualty until the deed of conveyance is recorded is assumed by the Seller.

18. PROPERTY CONDITION. The Seller at the time of settlement will leave premises free and clear of trash and debris and broom clean; the electrical, plumbing, heating, air conditioning and any other mechanical systems and equipment included in this contract in operating condition; and deliver the premises in substantially the same physical condition as of date of final ratification. Purchaser has the privilege of a pre-settlement inspection of all the premises.

19. POSSESSION. Seller agrees to give possession and occupancy at time of settlement, and in the event he shall fail to do so he shall become and he thereafter a tenant by sufferance of the Purchaser and hereby waives all notice to quit as provided by the laws effective in the State of Maryland. All notices of violations of orders or requirements noted or issued by any county or local authority, or actions in any court on account thereof, against or affecting the property at the date of settlement of this contract, shall be complied with by the Seller, and the property conveyed free thereof.

20. SUBDIVISION PLAT. (MONTGOMERY COUNTY, MARYLAND ONLY) THE PURCHASER HEREBY WAIVES THE RECEIPT OF AN ENTIRE COPY OF THE SINGLE RECORDED SUBDIVISION PLAT. PRIOR TO OR AT THE TIME OF SETTLEMENT, THE PURCHASER SHALL BE PROVIDED WITH A COPY OF SAID SUBDIVISION PLAT WHERE REQUIRED IF THE PROPERTY SOLD HEREIN IS AN UNIMPROVED LOT OR A NEW DWELLING, THE PURCHASER ACKNOWLEDGES RECEIPT OF SAID SUBDIVISION PLAT PRIOR TO EXECUTION OF THE CONTRACT.

21. GENERAL MASTER PLANS (MONTGOMERY COUNTY, MARYLAND ONLY) THE PURCHASER ACKNOWLEDGES THAT HE HAS BEEN APPRISED OF HIS RIGHTS TO REVIEW THE APPLICABLE MASTER PLAN AND THE WEDGES AND CORRIDORS GENERAL PLAN FOR THE BI-COMMUNITY REGION INCLUDING MAPS SHOWING PLANNED LAND USES, ROADS AND HIGHWAYS, AND THE LOCATION AND NATURE OF PROPOSED PARKS AND OTHER PUBLIC FACILITIES AFFECTING THE PROPERTY HEREIN DESCRIBED PRIOR TO EXECUTION OF THIS CONTRACT. HE ACKNOWLEDGES THAT HE HAS REVIEWED SAID APPLICABLE PLANS PRIOR TO EXECUTING THIS CONTRACT OR DOES HEREBY WAIVE HIS RIGHT TO DO SO. THE PURCHASER ALSO ACKNOWLEDGES THAT THE REAL ESTATE AGENT HAS ADVISED HIM OF THE RELATIVE LOCATION OF ANY AIRPORT OR HELIPORT EXISTING WITHIN A FIVE MILE RADIUS OF THE PROPERTY.

THE PURCHASER ACKNOWLEDGES THAT HE IS AWARE THAT THE APPLICABLE PLAN OR GENERAL PLAN FOR MONTGOMERY COUNTY IS AVAILABLE AT THE MARYLAND NATIONAL CAPITAL PARK AND PLANNING COMMISSION AND THAT AT NO TIME DID THE AGENT EXPLAIN TO HIM THE INTENT OR MEANING OF SUCH A PLAN NOR DID HE RELY ON ANY REPRESENTATIONS MADE BY THE AGENT PERTAINING TO THE APPLICABLE MASTER PLAN OR GENERAL PLAN.

22. TERMITE INSPECTION. At the time of settlement, Seller shall provide to Purchaser a written certification from a licensed exterminator that, based upon careful visual inspection of accessible areas of the house, there is no evidence of infestation of termites or wood boring insects. If such infestation exists, Seller is to exterminate. Seller, at his own expense, is to repair any prior or current visible damage caused by termites or wood boring insects prior to settlement.

23. GENERAL FINANCING PROVISIONS. (a) In the event that mortgages are used rather than deeds of trust, the word "mortgage" shall be substituted automatically. (b) If contract provides for the assumption of existing trusts, it is understood that the balance of such trusts and the cash down payment are approximate amounts. (c) Trustees in all deeds of trust are to be named by the parties secured thereby. (d) Seller shall allow inspections of all of the premises and furnish any pertinent information required by the Purchaser or his financing agency in reference to obtaining a loan commitment. (e) Purchaser placing financing agrees to make application immediately and file all necessary papers that are required to complete processing and agrees that failure so to do shall give the Seller the right to declare the deposit forfeited or avail himself of any legal or equitable rights as provided in the paragraph labeled "FORFEITURE OF DEPOSIT".

24. VA LOAN. In the event that the Purchaser is placing a Veterans Administration guaranteed loan, it is expressly agreed that, notwithstanding any other provisions of this contract, the Purchaser shall not incur any penalty by forfeiture of earnest money or otherwise or be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration or the Purchaser is not approved by the Veterans Administration and the lending institution. In the event the Certificate of Reasonable Value is less than the amount of the contract price the Purchaser shall have the privilege and option for five days after receipt of VA appraisal to proceed with the consummation of this contract without regard to the amount of reasonable value established by the Veterans Administration. This contract is contingent on the approval of the house and the Purchaser by the Veterans Administration and the lending institution. If the aforesaid approval is not obtained, it is expressly agreed that the Purchaser shall be refunded his deposit, and the contract shall be null and void.

25. FHA/VA REQUIREMENTS. If FHA financing is being placed herein, any outstanding sewer and water tap fees shall be paid in full by the Seller. Seller agrees to comply with reasonable FHA or VA requirements or repairs, where applicable.

26. CONSUMER REPORT AUTHORIZATION. The Purchaser hereby authorizes the Agent to disclose to the Seller or any lender the credit information provided to the Agent by the Purchaser. In the event that terms of this contract require the Seller to take back financing from the Purchaser, this contract of sale shall be contingent upon approval of a satisfactory Consumer Report (Credit Report) by the Seller within 10 business days after receipt of said report by Seller. If the Seller shall not approve the credit standing of the Purchaser, this contract shall be null and void and the deposit returned to the Purchaser. The Purchaser hereby authorizes the Agent to order and obtain a Consumer Report from a Consumer Reporting Agency to be used in connection with this transaction whereby the Purchaser has applied for the extension of credit. Further, in the event the Agent is acting on behalf of a Creditor, Seller or other party directly or indirectly affected by said transaction, the Purchaser hereby authorizes the Agent to forward all or any portion of the information contained in the Consumer Report to the Creditor, Seller or other party directly involved. Cost of said Consumer Report to be borne by the Purchaser.

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