



**MARYLAND LEAD PAINT DISCLOSURE AND NOTICE STATEMENT**

(Use with contracts for the sale of property constructed prior to 1979)

RE: 4217 71st ave, Hyattsville, MD 20784

Property Address

**DISCLOSURE**

1. Seller represents that the above described Property may contain lead paint such that said Property may be subject to the Maryland Lead Poisoning Prevention Program Act contained in the Maryland Code, Environment Article, Sections - 6-801et seq. (1996 Repl. Vol) (the "Maryland Lead Act").
2. If Seller has had the subject property inspected pursuant to the Maryland Lead Act, and such inspection revealed conditions which require remedial actions, (i.e., risk reduction obligations), Seller represents as follows:

Seller to check applicable statement(s):

- a)  Seller has the following outstanding risk reduction obligations:  
\_\_\_\_\_
- b)  Seller will complete the outstanding risk reduction obligations prior to settlement.
- c)  Seller will not complete the outstanding risk reduction obligations prior to settlement.

In the event that none of the foregoing boxes have been checked, this shall constitute Seller's representation that either (1) the subject property has not been inspected pursuant to the Maryland Lead Act, or (2) if the subject property has been inspected pursuant to the Maryland Lead Act, either inspection did not result in the imposition of any risk reduction obligations or all risk reduction obligations have been completed.

All outstanding obligations not completed by Seller will become Buyer's responsibility after settlement if the property remains rental property or is converted to rental property.

**NOTICE**

1. In the event that Buyer intends to occupy the Property, but converts the Property to rental use in the future, Buyer is advised that Buyer must register the property with the Maryland Department of the Environment within 30 days following conversion of the Property to rental Property and will therefore be subject to all requirements of the Maryland Lead Act at the time of such conversion.
2. In the event the Property is currently rented and will continue to be rented, Buyer is advised that Buyer must register the Property with the Maryland Department of the Environment within 30 days of settlement and will be subject to all requirements of the Maryland Lead Act at the time of settlement.

Omar J Pintado 2/13/2010  
Seller Omar J Pintado Date

\_\_\_\_\_  
Seller Date

By signing below, Buyer acknowledges receipt of the within Disclosure and Notice Statement prior to final acceptance of a Contract for the purchase of the subject property.

\_\_\_\_\_  
Buyer Date Buyer Date

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**Prince George's County Association of REALTORS®, Inc.**  
**Disclosure of Information on Lead-Based Paint**  
**and Lead-Based Paint Hazards**



RE: 4217 71st ave, Hyattsville, MD 20784

Property Address

**LEAD WARNING STATEMENT**

Every buyer/tenant 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/landlord of any interest in residential real property is required to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession and notify the buyer/tenant of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/lease.

**SELLER'S/LANDLORD'S DISCLOSURE (initial)**

0.17 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

0.17 (b)  Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 Records and reports available to the seller/landlord (check one below):  
 Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

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

**BUYER'S/TENANT'S ACKNOWLEDGMENT (initial)**

\_\_\_ (c) Buyer/Tenant has read the Lead Warning Statement above  
 \_\_\_ (d) Buyer/Tenant has received copies of all information listed above.  Yes  No  None listed  
 \_\_\_ (e) Buyer/Tenant has received the pamphlet Protect Your Family From Lead in Your Home.  Yes  No  
 \_\_\_ (f) Buyer 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)**

BT (g) Agent has informed the seller/landlord of the seller's/landlord's obligations Under 42 U.S.C. 4582d 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.

Omar J Pintado 2/13/2010  
 Seller/Landlord Date Buyer/Tenant Date  
 Omar J Pintado

Bruno Tarquini 2/13/2010  
 Seller/Landlord Date Buyer/Tenant Date  
 Agent Bruno Tarquini Date Agent Date

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SHORT SALE ADDENDUM
TO EXCLUSIVE RIGHT TO SELL
RESIDENTIAL BROKERAGE AGREEMENT

ADDENDUM # \_\_\_\_\_ dated February 12, 2010 to Exclusive Right to Sell Brokerage Agreement
dated February 12, 2010, between Owner(s) Omar J Pintado
and Broker Re/Max Realty services for Property known as
4217 71st ave, Hyattsville, MD 20784

1. ACKNOWLEDGMENT OF SHORT SALE: Owner acknowledges that the amount of money necessary to pay in full all loans, debts and obligations secured by lien(s) on the Property, including mortgage(s); deed(s) of trust; line(s) of credit; unpaid property tax; IRS or State tax liens; judgments; Broker's Fee; and other customary and necessary costs of sale (collectively "Loans/Liens") may exceed the current market value of the Property. Owner is aware of Owner's options, including, but not limited to, 1) negotiating with secured lender(s) or creditor(s) ("Lender") to accept payment in full the proceeds from the sale of the Property, less closing costs and monies owed to Lender ("Short Sale"); 2) negotiating a modification of existing Loans/Liens, including a reduction of the current rate of interest or extension of time to re-pay; 3) refinancing; 4) bankruptcy; 5) foreclosure; or 6) deed-in-lieu of foreclosure. Owner has elected to seek a Short Sale of the Property. If Lender agrees to a Short Sale, the loan debt may not be forgiven entirely. In such event Owner may be required to pay the difference as a personal obligation and Lender may obtain a judgment against Owner in any legal proceeding to collect the difference. If the Loans/Liens is/are insured by FHA or guaranteed by VA, Owner may be required to pay the difference.

2. SHORT SALE LENDER APPROVAL: In order to sell the Property as a Short Sale, Owner acknowledges that any contract for the sale of the Property shall be contingent upon the written approval of Lender within a specified time period as negotiated between Owner and any purchaser of the Property. Owner agrees to include a written Third Party Approval Contingency addendum in any contract offer that Owner accepts.

3. REQUIREMENTS OF LENDER: Owner acknowledges that a Short Sale is subject to Lender approval. Lender is not obligated to accept a Short Sale. Lender may impose conditions prior to consideration or approval of a Short Sale, such as obtaining a new appraisal, or requiring Owner to demonstrate hardship or provide copies of tax returns, pay stubs, assets, or other financial information. Lender may inform the IRS or credit reporting companies of the payment shortage. Broker has no control over Lender's decisions. Owner agrees to indemnify Broker and to hold Broker harmless for acts or omissions of Lender. The exact requirements of Lender may vary on a case-by-case basis.

4. COOPERATION BY OWNER: Owner acknowledges that time is critical in a Short Sale. Owner agrees to diligently and in good faith cooperate fully and in a timely manner and to promptly provide any and all information, documents, statements, or other written evidence as may be required or requested by Lender or Broker. Such information, document(s), statement(s), or other written evidence may include, but not be limited to, W-2 forms, bank statements, federal and state tax returns, profit and loss statements (if self-employed), financial information disclosing income, assets and debts, and a letter from Owner stating the reasons for hardship to explain why Owner is unable to pay the balance owed and the reason why the Lender should consider the Owner's request to approve a Short Sale. Owner acknowledges that Lender's approval of a Short Sale may take weeks or months to obtain, if approved at all, and that Owner's request for Lender approval of a Short Sale does not preclude Lender from initiating or consummating foreclosure proceedings. Broker, in Broker's sole and absolute discretion, shall have the right to cancel the Listing Agreement in the event Owner shall fail to cooperate with Lender or Broker by not providing all information, documents, statements or other written evidence as required or requested, including the failure of Owner to respond timely to verbal or written communications from Broker.

Broker \_\_\_\_\_

Owner O.P. \_\_\_\_\_



5. **AUTHORIZATION TO COMMUNICATE WITH LENDER:** Owner hereby irrevocably and unconditionally authorizes Broker to contact and communicate (NOT NEGOTIATE) with Lender throughout the term of the Listing Agreement concerning the application by Owner for a Short Sale, the status of Lender's approval, and the Lender's approval of the Short Sale. Owner agrees to promptly execute any written authorization as required by Lender to permit Broker to discuss with Lender on behalf of Owner, on a continuous basis, during the term of the Listing Agreement, any and all issues relating, directly or indirectly, to the Short Sale.

6. **BROKER AUTHORITY:** Owner authorizes Broker to disclose to Lender, prospective purchasers and cooperating brokers, whether acting on behalf of Owner or prospective purchasers ("Cooperating Brokers"), that the sale of the Property is a Short Sale and subject to Lender approval. Owner further authorizes Broker to advise Cooperating Broker(s) that Broker may seek to reduce, on a pro-rata basis, the amount of compensation made by Broker through the Multiple Listing Service in the event Lender requires that Broker reduce the Broker's Fee to be paid by Owner, as a condition of the Lender's approval of the Short Sale. The authority as granted by Owner to Broker shall include information through the Multiple Listing Service, advertising, and any contract of sale.


7. **TAX CONSEQUENCES:** Owner acknowledges that if Lender agrees to accept less than full payment, the difference may result in taxable income to Owner even though Owner does not receive any cash proceeds from the sale. Owner may also be taxed on the gain in value of the Property from the date of Owner's purchase to the date of sale, regardless of the amount of any existing Loans/Liens. Owner acknowledges that Owner shall solely and exclusively rely upon the advice of Owner's accountant or attorney as to any and all tax consequences to Owner as a result of the sale of the Property. Owner warrants and represents that Owner has not and shall not rely or act upon any advice by Broker as to any and all tax consequences arising out of the sale of the Property.

8. **CREDIT CONSEQUENCES:** Owner acknowledges that a Short Sale may have a negative impact on Owner's credit rating even if a foreclosure process has not formally begun or once begun is not completed.

9. **TAX, CREDIT AND LEGAL ADVICE:** Broker has advised Owner to consult with legal, credit and tax counsel, prior to the execution of this Listing Agreement regarding the decision of Owner to seek a Short Sale. Owner further acknowledges that Owner is aware that Broker is not an attorney, credit counselor or accountant.

10. **LIMITATIONS AND INDEMNIFICATION OF BROKER:** Owner acknowledges that Broker will facilitate the Short Sale solely by communications between Owner and Lender. Broker shall have no authority to negotiate the terms and conditions of the Short Sale on behalf of Owner. All matters requiring action or decision by Owner shall be communicated to Owner by Broker for approval by Owner. Owner or Owner's legal or accounting representative is solely and exclusively responsible for direct negotiations with the Lender as to the debt owed. Owner agrees to indemnify and hold harmless Broker, Broker's agents, officers, principals and employees from any and all liability, of every type and nature, arising out of Broker's efforts to facilitate the Short Sale as contemplated in this Addendum or any action or decision by Lender.

Owner represents and warrants that Owner has read and understands the terms and conditions of this Addendum and that Broker has provided to Owner a fully executed copy of this Addendum.

  
\_\_\_\_\_  
Owner Omar J Pintado

February 12, 2010  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date



**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 February 12, 2010 to Exclusive Right to Sell Brokerage Agreement dated February 12, 2010, between Owner(s) Omar J Pintado and Broker Re/Max Realty services Bruno Tarquini for Property known as 4217 71st ave \* Hyattsville, MD 20784

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

**INCLUDED**

- Alarm System
- Built-in Microwave
- Ceiling Fan(s) # \_\_\_\_\_
- Central Vacuum
- Clothes Dryer
- Clothes Washer
- Cooktop
- Dishwasher
- Drapery/Curtain Rods
- Draperies/Curtains
- Electronic Air Filter

**INCLUDED**

- Exhaust Fan(s) # \_\_\_\_\_
- Exist. W/W Carpet
- Fireplace Screen/Doors
- Freezer
- Furnace Humidifier
- Garage Opener(s) # \_\_\_\_\_ w/remote(s) # \_\_\_\_\_
- Garbage Disposer
- Hot Tub, Equip. & Cover
- Intercom
- Playground Equipment

**INCLUDED**

- Pool, Equip. & Cover
- Refrigerator(s) # \_\_\_\_\_ w/ice maker
- Satellite Dish
- Screens
- Shades/Blinds
- Storage Shed(s) # \_\_\_\_\_
- Storm Doors
- Storm Windows
- Stove or Range
- T.V. Antenna

**INCLUDED**

- Trash Compactor
- Wall Oven(s) # \_\_\_\_\_
- Water Filter
- Water Softener
- Window A/C Unit(s) # \_\_\_\_\_
- Window Fan(s) # \_\_\_\_\_
- Wood Stove

ADDITIONAL INCLUSIONS (Specify):

EXCLUSIONS (Specify):

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

- Water Supply:  Public  Well  
 Sewage Disposal:  Public  Septic  
 Heating:  Oil  Gas  Elec.  Heat Pump  Other \_\_\_\_\_  
 Hot Water:  Oil  Gas  Elec.  Other \_\_\_\_\_  
 Air Conditioning:  Gas  Elec.  Other \_\_\_\_\_

*Omar J Pintado*

Owner  
Omar J Pintado

02/12/2010  
Date

Owner

Date

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10/05



Re/Max Realty Services 15020 Shady Grove RD, Rockville, MD 20850  
Phone: (301) 916 - 1400

Fax: Bruno Tarquini

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