

# APPENDIX A

## **NOTICE OF INTENT TO SELL** **AND TENANT'S EXCLUSIVE NEGOTIATION PERIOD**

This Notice is required by Maryland law (Real Property Article, §8-119(c), Annotated Code of Maryland).

**The owner of your rental property intends to sell the property.** Under Maryland law, you have a limited period of time to negotiate the exclusive right to negotiate with the owner to purchase the unit before the unit is placed on the market or sold to a third party. **THIS NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE THE UNIT. IT IS NOT INTENDED AND MAY NOT BE CONSTRUED AS A BINDING CONTRACT OF SALE.** This notice contains important information about your rights, the exclusive negotiation period, and relevant deadlines. If you wish to make an offer to purchase the property, you may contract with a licensed real estate agent to create and negotiate an offer on your behalf. If you and the property owner agree on terms of sale, either you or the seller will need to prepare a formal contract of sale to be executed by all parties. If you have any questions about your exclusive negotiation period or entering into a contract of sale, you should contact an attorney.

- Within thirty (30) days of the date indicated on the Certificate of Mailing attached to this Notice, you may deliver to the owner a written offer to purchase the property.
- If you either reply and decline to make an offer, or you fail to respond to this Notice within thirty (30) days, your exclusive negotiation period is terminated. The owner may sell the property to a third party.
- The material terms proposed by the property owner in this Notice must be commercially reasonable and made in good faith and adherence to generally accepted residential real estate practices. This includes the purchase price, settlement date, seller credit to buyer (if any), escrow deposit, inspection terms, radon/lead testing, down payment and financing. It may not include restrictions on financing methods or right of inspection.
- If you make a timely offer that contains the same or more favorable terms than proposed by the property owner in this Notice, the property owner is required by law to accept your offer.
- If your offer contains material terms less favorable to the property owner than those proposed in this Notice, the owner must deliver a counteroffer within five (5) days of receiving your offer. The owner must provide an explanation of how your offer deviates from the terms proposed in this Notice.
- After receiving a counteroffer from the owner, you have five (5) days to either accept or reject the counteroffer. If you reject the counteroffer or fail to respond to the counteroffer

within five (5) days, your exclusive negotiation period is terminated and the owner may sell the property to a third party.

- During the exclusive negotiation period, if the property owner receives an offer from a third party for an amount at least 10% lower than the lowest price proposed to you in this Notice or any counteroffer, the owner must notify you and give you the opportunity to match the offer.
- If more than one tenant of the property delivers a timely offer to purchase the property, the owner may select the more favorable offer without liability to any other tenant.
- Additional information about the tenants' exclusive negotiation period, right of first refusal, and multilingual versions of these forms are available online at the Maryland Department of Housing and Community Developments' Office of Tenant and Landlord Affairs website at <https://dhcd.maryland.gov>
- If you wish to obtain free financial counseling, information about down payment assistance or financing options through the Maryland Mortgage Program, or homebuyer education, please contact the Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs at (855) 511-3423 or visit online at [dhcd.maryland.gov/landlord-tenant-rights](https://dhcd.maryland.gov/landlord-tenant-rights).

### **PROPERTY INFORMATION**

(To be completed by property owner)

Property Address: \_\_\_\_\_

\_\_\_\_\_

County (or Baltimore City): \_\_\_\_\_

Property Tax ID#: \_\_\_\_\_

Tenant/Lessee Name: \_\_\_\_\_

Date Tenant/Lessee moved in (MM/DD/YYYY): \_\_\_\_/\_\_\_\_/\_\_\_\_

Rent under current lease: \$\_\_\_\_\_ per ( week / month / year )

Number of individual dwelling units in the property: \_\_\_\_\_

Number of individual dwelling units occupied as of the date of this notice: \_\_\_\_\_



**NOTICE TO PROPERTY OWNER:** A copy of this notice is required to be transmitted to the Office of Tenant and Landlord Affairs, either electronically or by first-class U.S. Mail, upon delivery to the tenant.

**CERTIFICATE OF MAILING**

(To be completed by property owner)

I HEREBY CERTIFY that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, I sent a copy of this Notice via first-class U.S. Mail, postage prepaid, or by a delivery service providing delivery tracking and confirmation, to:

Tenant Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# TENANT OFFER TO PURCHASE

**INSTRUCTIONS:** Check one of the two boxes below indicating whether you wish to submit an offer to purchase the property. If you check the first box, leave the rest of the form blank, initial where indicated at the bottom of this page and sign where indicated on the second page, and return the form to the property owner. If you check the second box, fill in the rest of the form with the terms of your offer to purchase, including the proposed purchase price, settlement date, and any other material terms. Initial, sign and return to the property owner within thirty (30) days of the date on the Certificate of Mailing on the attached Notice of Intent to Sell.

I/we do not wish to submit an offer to purchase the property.

I/we offer to purchase the property on the terms described below.

**IMPORTANT:** The information you provide below, if delivered to the property owner before the end of the exclusive negotiation period explained in the attached Notice of Intent To Sell, constitutes a binding offer to purchase, the terms of which, if accepted by the property owner, will be incorporated into a binding contract of sale. **The section below should be filled out only if you intend to purchase the property.** You should consult an attorney before delivering this offer to purchase to the property owner if you have any questions about your legal obligations related to such an offer and/or contract.

Proposed Purchase Price: \$ \_\_\_\_\_

Proposed Settlement Date: \_\_\_\_\_

Proposed Inspection Terms: \_\_\_\_\_

\_\_\_\_\_

Down Payment: \$ \_\_\_\_\_ or \_\_\_\_\_ % of purchase price

Financing: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tenant/Buyer initials

\_\_\_\_\_  
Tenant/Buyer initials

