

**BALTIMORE COUNTY MORTGAGE ASSISTANCE LOAN PROGRAM
CONTRACT ADDENDUM**

THIS ADDENDUM # _____ is made and entered into this _____ day of _____, 200_ and is made part of the Contract of Sale dated _____ by and between _____, Buyer(s) and _____, Seller(s) to purchase and sell the property known as _____.

NOW, THEREFORE, it is mutually agreed that the following provisions are added to, and made a part of the above referenced Contract:

1. This Contract is expressly contingent upon Buyer's receipt of approval for a loan from the Baltimore County MORTGAGE ASSISTANCE LOAN PROGRAM (MALP) in an amount which will not exceed \$25,000.
2. Buyer and Seller acknowledge that such MALP approval will not be granted unless the property meets Federal Housing Quality Standards (HQS), as certified to Baltimore County by a home inspection firm pre-qualified by the County to conduct such inspections and to issue such certifications. Seller agrees to have all utilities on for the home inspection, and further agrees to pay a fee for reinspection if utilities are not on at the time of the inspection.
3. In the event, violations of the federal Housing Quality Standards (HQS) are identified by inspection of the property; Buyer and Seller will receive a written list of such deficiencies from the home inspection firm. All items must be corrected, and correction verified before Buyer can obtain final MALP approval.
4. Buyer and Seller understand that Buyer may not waive the requirement to repair Housing Quality Standards deficiencies in order to accept the property in "as is" condition, nor may funds be escrowed for post-closing repairs.
5. The _____ agrees to pay the cost to repair all HQS deficiencies provided the cost of said repairs does not exceed \$ _____. If the cost should exceed the sum heretofore specified, then the _____ at his/her/their option, and upon written notice to the other party, may terminate the Contract.
6. Buyer and Seller acknowledge that all repairs must be satisfactorily completed, and verified by reinspection, seven (7) days prior to scheduled settlement. The cost of additional reinspections caused by incomplete or improperly completed repairs will be paid by the _____.
7. Any certifications obtained stipulating that itemized HQS deficiencies do not require repair, must be provided by licensed contractors, and such certifications must include a one year warranty to the Buyer against such defect and a commitment to make necessary repairs at the contractor's sole expense. Non-specific certifications or those without warranties are not acceptable, and will not be accepted by the home inspection firm or the County as evidence of HQS compliance. *[Buyer understands that either the home inspection firm or the County cannot guarantee post-closing compliance with contractor warranties. In the event of such noncompliance, the Buyer would have to seek whatever legal remedies might be available.]*

All other terms and conditions of this Contract shall remain in full force and effect.

Date: _____, Buyer
Date: _____, Buyer
Date: _____, Seller
Date: _____, Seller

All parties are encouraged to seek competent legal advice before signing this document which will be legally binding once executed.