

Proposed Action on Regulations

For information concerning citizen participation in the regulation-making process, see inside front cover.

Symbol Key

- Roman type indicates existing text of regulation.
- *Italic type* indicates proposed new text.
- [Single brackets] indicate text proposed for deletion.

Promulgation of Regulations

An agency wishing to adopt, amend, or repeal regulations must first publish in the Maryland Register a notice of proposed action, a statement of purpose, an estimate of economic impact, an economic impact on small businesses, a notice giving the public an opportunity to comment on the proposal, and the text of the proposed regulations. The opportunity for public comment must be held open for at least 30 days after the proposal is published in the Maryland Register.

Following publication of the proposal in the Maryland Register, 45 days must pass before the agency may take final action on the proposal. When final action is taken, the agency must publish a notice in the Maryland Register. Final action takes effect 10 days after the notice is published, unless the agency specifies a later date. An agency may make changes in the text of a proposal. If the changes are not substantive, these changes are included in the notice of final action and published in the Maryland Register. If the changes are substantive, the agency must repropose the regulations, showing the changes that were made to the originally proposed text.

Proposed action on regulations may be withdrawn by the proposing agency any time before final action is taken. When an agency proposes action on regulations, but does not take final action within 1 year, the proposal is automatically withdrawn by operation of law, and a notice of withdrawal is published in the Maryland Register.

Title 05

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

Subtitle 22 TENANT'S EXCLUSIVE NEGOTIATION PERIOD AND RIGHT OF FIRST REFUSAL

05.22.01 Procedure

Authority: Housing and Community Development Article, §5-104; Real Property Article, §8-119, Annotated Code of Maryland

Notice of Proposed Action

[24-089-P]

The Secretary of Housing and Community Development proposes to adopt new Regulations .01—.07 under a new chapter, **COMAR 05.22.01 Procedure**, under a new subtitle, **Subtitle 22 Tenant's Exclusive Negotiation Period and Right of First Refusal**.

Statement of Purpose

The purpose of this action is to describe policies and procedures for the content, delivery, and receipt of required notices during a residential tenant's exclusive negotiation period and right of first refusal established under Ch. 124 (H.B. 693), Acts of 2024.

Estimate of Economic Impact

I. Summary of Economic Impact. The budget for the Office of Tenant and Landlord Affairs within DHCD, which will be handling the receipt and processing of forms, notices, and other materials related to tenants' exclusive negotiation period and right of first refusal, has been appropriated and this action will not require additional expenditure by DHCD. There will be an impact on regulated industries or trade groups and on residential tenants.

II. Types of Economic Impact.

Impacted Entity	Revenue (R+/R-) Expenditure (E+/E-)	Magnitude
A. On issuing agency:	NONE	
B. On other State agencies:	NONE	
C. On local governments:	NONE	
	Benefit (+) Cost (-)	Magnitude
D. On regulated industries or trade groups:	(+)	Indeterminable
E. On other industries or trade groups:	NONE	
F. Direct and indirect effects on public:	(+)	Indeterminable

III. Assumptions. (Identified by Impact Letter and Number from Section II.)

D. The notice requirements will likely require some minor additional labor and or expenditure by landlords and property management companies. For landlords that reach an agreement on sale with a tenant, both parties should benefit by the reduced time and effort to achieve a sale of the home. However, the magnitude of the impact cannot be determined.

F. Residential tenants to whom the regulations apply will benefit from the option to purchase the home in which they reside rather than facing the uncertainty associated with a new owner. However, the magnitude of the impact cannot be determined.

Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

Opportunity for Public Comment

Comments may be sent to Jordan Gilmore, Senior Policy Analyst, Office of Policy Development, Department of Housing and Community Development, 7800 Harkins Road, Lanham, MD 20706, or call 443-571-2147, or email to jordan.gilmore@maryland.gov. Comments will be accepted through September 9, 2024. A public hearing has not been scheduled.

Note: The appendices referred to in this chapter appear at the end of the Proposed Action on Regulations section of this issue of the Maryland Register.

.01 Purpose.

The purpose of this chapter is to prescribe the policies and procedures relating to the tenant’s exclusive negotiation period and right of first refusal as outlined in Real Property Article, §8-119, Annotated Code of Maryland.

.02 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

(1) “Commercially reasonable” means terms and pricing that are reasonably consistent with what an experienced real estate professional would expect to see in similar transactions.

(2) “Department” means the Department of Housing and Community Development, a principal department of the State.

(3) “Material terms” includes the sales price, settlement date, inspection terms, financing terms, escrow deposit, seller credit to buyer (if any), and seller repairs.

(4) “Offer to purchase” means a good faith offer for the purchase of a residential rental property for a price that a willing buyer would pay to a willing seller in an arm’s length transaction, with neither party under any compulsion to buy or sell.

(5) “Office” means the Office of Tenant and Landlord Affairs within the Department of Housing and Community Development.

(6) “Secretary” means the Secretary of Housing and Community Development.

(7) “Tenant” means an individual who has occupied a residential rental property for at least 6 months and who is a named lessee in the written lease.

(8) “Tenant’s exclusive negotiation period” means the period of time prescribed in Real Property Article, §8-119(c), Annotated Code of Maryland, after a tenant is notified about the tenant’s right to purchase a residential rental property during which the tenant may negotiate exclusively with the owner to enter into a contract of sale.

.03 Notice Requirements in Tenant’s Exclusive Negotiation Period.

A. Before a residential rental property may be offered for sale to the public or a third party, including through a listing for sale, the owner of the property shall send each tenant of the property a written notice of the tenant’s right to deliver an offer to purchase the property.

B. A notice sent to a tenant under this chapter shall be delivered by:

(1) First-class U.S. Mail, with a certificate of mailing; or

(2) A delivery service providing delivery tracking and confirmation.

C. The owner shall send a copy of a notice sent to a tenant under this chapter to the Office by a submission form on the Office’s website.

D. The owner shall notify the Office by submission form on the Office’s website if:

(1) A tenant delivers a timely written offer to purchase the property that contains the same or more favorable material terms as those contained in the notice sent under this chapter;

(2) A tenant fails to make an offer to purchase in response to the notice sent under this chapter within the time prescribed by law;

(3) A tenant affirmatively declines to make an offer to purchase the property;

(4) A tenant fails to make a timely response to, or rejects, a counteroffer made by the owner under Real Property Article, §8-119(c)(5)(ii), Annotated Code of Maryland; or

(5) A tenant accepts a counteroffer made by the owner under Real Property Article, §8-119(c)(5)(ii), Annotated Code of Maryland.

.04 Form of Notice and Counteroffer.

A. The notice delivered to tenants at the commencement of the tenant’s exclusive negotiation period shall contain, at minimum, the following information:

(1) The material terms that the owner would agree to incorporate into a contract of sale with the tenant;

(2) A conspicuous statement that the notice is a solicitation of an offer to purchase and is not intended as and may not be construed as a binding contract of sale; and

(3) Any information regarding deadlines for the tenant to submit an offer to purchase, including the duration of the tenant’s exclusive negotiation period.

B. The material terms stated in the notice delivered to tenants under this chapter:

(1) Shall be commercially reasonable and made in good faith;

(2) Shall adhere to generally accepted residential real estate practices; and

(3) May not include restrictions on financing methods or the right of inspection.

C. The notice delivered to tenants under this chapter shall be in the form provided in Appendix A of this subtitle.

D. A counteroffer delivered to tenants under Real Property Article, §8-119(c)(5)(ii), Annotated Code of Maryland, shall be in the form provided in Appendix B of this subtitle.

E. The Office shall make the forms provided in Appendix A and Appendix B of this subtitle available on its public website in a format allowing residential rental property owners to populate the blank sections of the forms, download the forms, and print the forms for delivery to tenants.

F. The Office may, from time to time, with the approval of the Secretary, edit or amend the forms provided in Appendix A and Appendix B of this subtitle to facilitate compliance with Real Property Article, §§8-119(c) and 8-120, Annotated Code of Maryland, or other applicable law, as appropriate.

.05 Notice Requirements for Tenant’s Right of First Refusal.

A. Before accepting an offer to purchase a residential rental property from a third party, the owner of the property shall provide written notice to any tenants of the property of the tenants’ right of first refusal, and give the tenant an opportunity to exercise the right of first refusal within 30 days after receipt of the notice, if:

(1) The proposed transfer to the third party is not a transfer listed in Real Property Article, §8-119(b), Annotated Code of Maryland;

(2) The owner intends to accept an offer from a third party to purchase the property for an amount at least 10 percent lower than the lowest price offered to the tenant in any previous notice, offer, or counteroffer made during the tenant’s exclusive negotiation period; or

(3) The owner, without having offered the property for sale to the public or any third party, receives an offer to purchase the property from a third party.

B. A notice sent to a tenant under this chapter shall be delivered by:

(1) First-class U.S. Mail, with a certificate of mailing; or

(2) A delivery service providing delivery tracking and confirmation.

C. The owner shall send a copy of a notice sent to a tenant under this chapter to the Office by a submission form on the Office’s website.

D. The owner shall notify the Office by submission form on the Office's website if:

- (1) A tenant delivers a timely written offer to purchase at the same sales price as the third-party offer;
- (2) A tenant does not deliver a timely offer to purchase the property at the same sales price as the third-party offer; or
- (3) The owner accepts an offer to purchase from a tenant and enters into a contract of sale, but the contract of sale is terminated before settlement.

.06 Form of Notice of Right of First Refusal.

A. The notice delivered to tenants under this chapter shall contain, at minimum, the following information:

- (1) The sales price proposed in the third-party offer to purchase;
- (2) A conspicuous statement that the notice is a solicitation of an offer to purchase and is not intended as and may not be construed as a binding contract of sale; and
- (3) Any information regarding deadlines for the tenant to submit an offer to purchase.

B. The notice delivered to tenants under this chapter shall be in the form provided in Appendix C of this subtitle.

C. The Office shall make the form provided in Appendix C of this subtitle available on its public website in a format allowing residential rental property owners to populate the blank sections of the form, download the form, and print the form for delivery to tenants.

D. The Office may, from time to time, with the approval of the Secretary, edit or amend the form provided in Appendix C of this subtitle to facilitate compliance with Real Property Article, §§8-119(d) and 8-120, Annotated Code of Maryland, or other applicable law, as appropriate.

.07 Information Provided to Department.

Upon entry into a contract of sale with a tenant to purchase a residential rental property, the termination of a tenant's exclusive negotiation period, or the termination of a tenant's right of first refusal as provided in Real Property Article, §8-119, Annotated Code of Maryland, the owner shall provide the following information to the Office by submission form on the Office's website:

- A. The physical address of the property, including the county (or Baltimore City) in which the property is located;
- B. The legal description of the property;
- C. The material terms proposed in any notice, offer, or counteroffer made to or by the tenant under Real Property Article, §8-119(c), Annotated Code of Maryland, whether accepted or rejected;
- D. If applicable, the material terms of the contract of sale;
- E. The length of time the tenant resided in the property before the owner sent the notice required by this chapter; and
- F. The periodic rent amount under the most recent lease entered by the tenant.

JACOB DAY
Secretary of Housing and Community Development

Title 08 DEPARTMENT OF NATURAL RESOURCES

Subtitle 03 WILDLIFE

08.03.03 Open Seasons, Bag Limits for Game Birds and Game Animals

Authority: Natural Resources Article, §10-410, Annotated Code of Maryland

Notice of Proposed Action

[24-077-P]

The Secretary of Natural Resources proposes to amend Regulation **.01** under **COMAR 08.03.03 Open Seasons, Bag Limits for Game Birds and Game Animals**.

Statement of Purpose

The purpose of this action is to add C&D Canal Lands in Cecil County as a designated public property that is open to Sunday hunting. This action will increase opportunities for hunters and assist with managing wildlife populations on and around the property. Sunday hunting opportunities will be available for deer, turkey, small game, and furbearers.

Estimate of Economic Impact

The proposed action has no economic impact.

Economic Impact on Small Businesses

The proposed action has minimal or no economic impact on small businesses.

Impact on Individuals with Disabilities

The proposed action has no impact on individuals with disabilities.

Opportunity for Public Comment

Comments may be sent to Brian Eyler, Wildlife and Heritage Services, Department of Natural Resources, 14038 Blairs Valley Road, Clear Springs, MD 21722, or call 301-842-0332, or email to Brian.eyler@maryland.gov. Comments will be accepted through September 9, 2024. A public hearing has not been scheduled.

.01 Bag Limits and Possession Limits.

- A.—C. (text unchanged)
- D. Hunting on Sunday.
 - (1) (text unchanged)
 - (2) An individual may hunt on Sunday, if the individual is:
 - (a)—(e) (text unchanged)

(f) 16 years of age or younger when participating in the Junior Deer Hunt on private property in Allegany, Frederick, Cecil, Garrett, St. Mary's, Washington, Wicomico, and Worcester counties or a designated Natural Heritage Area, Wildlife Management Area, *Cooperative Wildlife Management Area*, State Forest, [or] Fishery Management Area, or other designated public hunting area listed in §G of this regulation;

(g) Hunting deer on private property or a designated Natural Heritage Area, Wildlife Management Area, *Cooperative Wildlife Management Area*, State Forest, [or] Fishery Management Area, or other designated public hunting area listed in §G of this regulation on all Sundays in September, October, November, and January during the deer bow season, the last Sunday in December during the deer bow season, all Sundays in December during the deer muzzleloader season, and all Sundays in the deer firearms season in Allegany, Cecil, Garrett, St. Mary's, and Washington counties;

- (h)—(r) (text unchanged)

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.

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

APPENDIX B

COUNTEROFFER

The owner of your rental property has not accepted your offer to purchase because it varied from the terms proposed in the Notice of Intent to Sell. Under Maryland law, the owner must present you with a counteroffer and an explanation of how your offer varied from the terms proposed in the original Notice of Intent to Sell you received. **THIS COUNTEROFFER IS ONLY VALID FOR FIVE (5) DAYS AFTER YOU RECEIVE IT,** unless the property owner has agreed in writing to a longer period. If you do not respond to this Counteroffer within five (5) days of receipt, it will be deemed to have been rejected and the owner may sell the property to a third party. Please read the information below carefully, and return Page 3 to the owner within five (5) days after indicating whether you accept or reject this Counteroffer.

TERMS OF COUNTEROFFER

(To be completed by property owner)

Property Address: _____

Legal Description: _____

Proposed Purchase Price: \$ _____

Proposed Settlement Date: _____

Proposed Inspection Terms (tenant may not be required to waive inspection): _____

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

Financing (seller may not place restrictions on tenant/buyer's method of financing): _____

Escrow Deposit: \$ _____

Seller Credit to Buyer (if any): \$ _____

Seller Repairs: _____

Other Proposed Material Terms: _____

The Tenant's Offer to Purchase deviated from the terms proposed in the original Notice of Intent to Sell as follows:

Owner Name

Signature

Date

TENANT RESPONSE TO COUNTEROFFER

INSTRUCTIONS: Check one of the two boxes below indicating whether you wish to accept or reject the terms of the Counteroffer presented by the property owner, sign, and return to the owner within five (5) days of receiving the Counteroffer.

IMPORTANT: If you reject, or fail to respond within five (5) days to, the owner's Counteroffer, your exclusive negotiation period and right of first refusal are terminated and the owner may sell the property to a third party. If you accept the terms of the Counteroffer, you are making a binding agreement to purchase the property, and either you or the owner will need to have a binding contract of sale prepared for execution by all parties. **The second box below should be checked only if you intend to purchase the property on the terms of the owner's Counteroffer.** You should consult an attorney before delivering this response to the property owner if you have any questions about your legal obligations related to such an offer and/or contract.

I/we reject the terms of the Counteroffer.

I/we accept the terms of the Counteroffer.

Printed Name

Signature

Date

Printed Name

Signature

Date

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 dhcd.maryland.gov/landlord-tenant-rights.

If you have questions about your exclusive negotiation period or right of first refusal, or wish to obtain free financial counseling, homebuyer education, or information about down payment assistance or the Maryland Mortgage Program, or to report noncompliance with notice or other legal requirements, contact the Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs at (855) 511-3423.

APPENDIX C

NOTICE OF INTENT TO SELL AND TENANT'S RIGHT OF FIRST REFUSAL

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

The owner of your rental property has received an offer to purchase the property and intends to sell it. Under Maryland law, you have, for a limited period of time, the right to make an offer to purchase the unit at the same price as the existing offer before the unit is sold to a third party. **THIS NOTICE IS A SOLICITATION OF AN OFFER TO PURCHASE THE UNIT, AND IS NOT INTENDED AS, AND MAY NOT BE CONSTRUED AS, A BINDING CONTRACT OF SALE.** Please read the information below carefully, as it contains important information about your right of first refusal 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 right to purchase or entering into a contract of sale, you should contact an attorney.

- Within thirty (30) days of delivery of this Notice, you may deliver to the owner a written offer to purchase the property.
- If you make a timely offer to purchase the property at the same price as the existing offer received by the property owner and described on the second page of this Notice, the property owner is required by law to accept your offer.
- The owner is not required to accept an offer you make that has a purchase price lower than that in the existing offer.
- Your right of first refusal is terminated and the owner may sell the property to a third party if you:
 - Affirmatively decline to make an offer;
 - Fail to respond to this Notice within thirty (30) days; or
 - Make an offer with a purchase price lower than that in the existing offer, and the owner rejects your offer.
- If the property owner accepts your offer to purchase the property, and enters into a contract of sale with you, but the contract is terminated before settlement, your right of first refusal is terminated and the owner may sell the property to a third party.

- 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.

PROPERTY INFORMATION

(To be completed by property owner)

Property Address: _____

County: _____

Legal Description: _____

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: _____

TERMS OF EXISTING OFFER

(To be completed by property owner)

Date Existing Offer To Purchase Received (MM/DD/YYYY): _____ / _____ / _____

Purchase Price Proposed in Existing Offer: \$ _____

Other Proposed Material Terms in Existing Offer (for informational purposes only – tenant is not required to match other material terms in existing offer): _____

I HEREBY CERTIFY, under penalty of perjury, that the above information is true and correct to the best of my knowledge.

Owner Name

Signature

Date

Mailing Address

Phone

E-mail

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(s): _____

Mailing Address: _____

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, sign where indicated, 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. Sign and return to the property owner within thirty (30) days of receipt of 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 within 30 days of receipt of 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: _____

Other Proposed Material Terms (attach additional page if necessary): _____

Printed Name

Signature

Date

Printed Name

Signature

Date

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 dhcd.maryland.gov/landlord-tenant-rights.

If you have questions about your exclusive negotiation period or right of first refusal, or wish to obtain free financial counseling, homebuyer education, or information about down payment assistance or the Maryland Mortgage Program, or to report noncompliance with notice or other legal requirements, contact the Maryland Department of Housing and Community Development's Office of Tenant and Landlord Affairs at (855) 511-3423.