



October 2026 Statewide Forms Summary of Changes and Practice Tips

Each fall, Maryland REALTORS® updates its Statewide Forms Library, which contains form contracts, disclosures, and addenda that members utilize to service clients and bring real estate transactions to settlement. This Summary is designed as a guide for Maryland REALTORS® members to understand the revisions to existing forms and the creation of new forms which will go into effect on October 1, 2026.

As always, brokers and office managers seeking additional support are welcome to contact our Legal Affairs Department attorneys to schedule Statewide Forms Update sessions for their agents. Association attorneys are also available via our Legal Hotline to answer questions about all Statewide Forms.

NEW FORMS

1. Tenant Request for Landlord's Compensation of Tenant's Broker

This form is to be used in rental situations. It mirrors the form utilized in sales when a buyer requests a seller to compensate the buyer broker. When a tenant, as part of their application, requests that the landlord compensate the tenant's broker, the tenant should fill out and submit this form along with the application.

2. Mutual Release of Deposit

Due to changes in the law governing the return of deposits when a contract is terminated pursuant to a contingency, this document was created to allow both parties to mutually agree on deposit disbursement in situations such as:

- the contract has been terminated by Mutual Release of Contract;
- the seller has terminated the contract;
- the contract has been terminated for reasons other than a contingency; or
- the buyer and the seller otherwise agree regarding the disposition of the deposit. For example, the parties agree that the deposit may go to third parties or is to be split between the buyer and the seller.

This form allows buyers and sellers to have a quick resolution of the disbursement of deposit *if* both parties have reached an agreement. Termination of the contract should precede the use of this form.

REVISED FORMS

1. Request for Return of Deposit (formerly titled "Release of Deposit Agreement")

The statute pertaining to the return of deposit in the event of certain contingencies has been revised to include all contract contingencies. If the buyer has terminated the contract pursuant to a contingency, they may use this revised form to request the return of the deposit. The request must be sent to the escrow holder and the seller. The seller may sign the form if they agree to the return of the deposit to the buyer.

The seller may protest the release of the deposit to the buyer but must follow the specific steps outlined in the statute: within 10 days after receiving the buyer's request for the return of the deposit, the seller must provide the escrow agent with:

- a copy of a complaint filed in the District Court OR
- a copy of a notarized, written request for mediation provided to a mediator relating to the distribution of the trust money.

If the seller does not protest by doing either of the above, the escrow holder shall distribute the deposit to the buyer within 5 days after the seller's 10 day period to protest ends. The statute speeds up the process for a buyer to receive their deposit. Termination of the contract should precede the use of this form.

Practice Tip: Inform your buyer or seller prior to entering into a contract what could occur with the deposit if a contract fails to get to settlement. It is improper to inform sellers that if they believe a buyer is in default that a seller can “keep the deposit” as there is no mechanism in the deposit statute nor in the Maryland REALTORS® Residential Contract of Sale for a seller to automatically receive the deposit in the event of a buyer's default or because a buyer terminated the contract based on a contingency.

2. Residential Contract of Sale

- A. There were two formatting changes to Paragraph 11 “Addenda/Disclosures”:
 - removal of “Affiliated Business Disclosure Notice” as this disclosure is between the client and their broker; and,
 - the placement in alphabetical order of the “Buyer's Sale, Fin., Settlement/Lease of Other Real Estate” form.
- B. There was one substantive change to this form in Paragraph 20: “and delivered to the Seller” was added on the third line so that the full sentence now reads “If a written financing commitment is not obtained by Buyer *and delivered to the Seller* within __ () days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect...”

Practice Tip: If a buyer fails to provide the lender commitment to the seller, the seller may unilaterally terminate the contract. Buyers and sellers may negotiate extensions, but these must be agreed to in writing.

3. General Residential Dwelling Lease

Four significant substantive changes were made:

- A. Paragraph 15's title was updated to include emotional support animals and to make the language within paragraphs A and B discussing pets and assistance animals (which are service animals or emotional support animals) consistent. Previously only service animals were identified.
- B. “Emotional Support Animals” was added to Paragraph 15 B's title.

- C. All references to any “pet deposit” language were removed since security deposits cannot exceed one month’s rent.
- D. Paragraph 34, “Properties with Private or Domestic Water Supply Well,” was inserted to inform parties that an owner of residential rental property that is served by a private water supply well is required to test the water quality every 3 years and to disclose the results to the tenant.

4. Maryland and Federal Lead Disclosure Forms

Both forms were modified to move the seller signature lines to the right side at the bottom of the document to be uniform with all other forms.

Practice Tip: There was no change to the dates (“10/17”) at the bottom of either form.

5. Solar Panel Addendum

To avoid confusion in Paragraph 4 as to the rights and duties a buyer has once they have received documents pertaining to the solar panel system, a review timeframe for the buyer has been added along with the requirement to inform the seller whether they are terminating due to their dissatisfaction or to submit an application to assume the solar panel lease/financing.

Paragraph 5 was added to provide the buyer an opportunity to terminate the contract if they apply timely pursuant to Paragraph 4 for the assumption of the solar panel lease but are denied.

Practice Tip: If you are listing a property with solar panels, get as much information as possible from the seller regarding the system to provide to the buyer prior to a buyer making an offer. If your buyer is considering making an offer on a property with solar panels, obtain as much information as possible regarding the system and any leasing or applications necessary for buyers to make an informed decision. Both parties should understand that contact with solar panel companies can be time consuming and may affect the timeframes for settlement.

6. Exclusive Right to Sell

- A. Paragraph 10 was re-titled “Devices Capable of Recording Audio” (previously titled “Home Security Systems that Record Audio”) to indicate the language therein applies to all audio recording devices, including video recording with audio recording.
- B. Paragraph 32 titled “Tenant-Occupied Property” has been added. It discusses a seller’s potential obligations regarding a tenant’s rights of first refusal. The seller must initial whether the property is or is not currently tenant occupied.

Practice Tip: If you become aware that a property you are about to list is occupied by tenants, inform the seller to reach out to the Office of Tenant and Landlord Affairs to follow procedures regarding any required notices concerning a tenant’s rights of first refusal.

7. Exclusive Buyer-Tenant Residential Brokerage Agreement

Language was added in Paragraph 9 to match language in Paragraph 43 of the Residential Contract of Sale regarding “Criminal Activity and Sexual Predators.”

8. Exclusive Right to Lease Residential Brokerage Agreement

- A. Paragraph 10 was re-titled “Devices Capable of Recording Audio” (previously titled “Home Security Systems that Record Audio”) to indicate the language therein applies to all audio recording devices, including video recording with audio recording.
- B. Paragraph 23 was added to inform the parties that owners of residential rental property that is served by a private water supply well are required to test the water quality every 3 years and to disclose the results to the tenant.
- C. Paragraph 25’s title was changed to “Assistance Animals” to include both service and emotional support animals.

9. On-Site Sewage Disposal System Inspection and Test Addendum

On-Site Sewage Disposal System Inspection Notice

Water Quality Test Addendum

Water Quality Test Notice

Well Inspection Addendum Water Yield and Components Not for Use in Baltimore County (formerly titled “Water Yield Test Addendum”)

Well Inspection Notice (formerly titled “Water Yield Test Notice”)

The above six inspection addenda and notices have been modified to mirror the current Property Inspections Addendum (“PIA”) and the Property Inspections Notice (“PIN”) to remove the requirement for an agreement between the buyer and seller *prior* to any inspections being conducted to an agreed on maximum amount the seller must pay for any repairs. Buyers will have the opportunity to terminate the contract if they are dissatisfied with the results from these specific inspections without having to provide the seller with reports or repair requests. The parties also now can negotiate repairs and/or a credit after inspection reports and results.

While the OSDS and the Water Quality Inspection Addenda and Notices have been updated to match the PIA and PIN, the former Water Yield Test and Notice have more substantive changes including that the components of the well are part of the inspection process. While the standard of one (1) gallon per minute water yield is indicated, a buyer still has the right to terminate the contract for any results they deem unsatisfactory without providing any inspection results.

OTHER FORMS

Escrow Agreement Between Buyer, Seller and Escrow Agent

This agreement is not part of the contract of sale, although your broker could request that you obtain a copy for your compliance files. This form is provided by the Maryland Land Trust Association for use by title companies and buyers and sellers. It is provided in Maryland REALTORS® Forms library as a courtesy.

As a reminder, the Maryland Real Estate Commission Forms can be found on its website and forms published by the Office of Tenant and Landlord Affairs are located on its website.

The Statewide Forms are provided as a valuable resource to assist Maryland REALTORS® in serving their clients, but they do not replace legal advice. Licensees should carefully read every form, encourage their clients to do the same, and remember that because they are not attorneys, they should not alter the language of these copyrighted documents.