Subdivision or Development Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Also known as: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

MONTGOMERY COUNTY, MARYLAND

DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

1401 Rockville Pike, 4th Floor, Rockville, Maryland 20852

**MPDU SALES OFFERING AGREEMENT**

This **MPDU SALES OFFERING AGREEMENT** (**Agreement**), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Applicant**) and MONTGOMERY COUNTY, MARYLAND (**County**).

**WHEREAS**, Applicant desires to offer for sale as Moderately Priced Dwelling Units (**MPDUs**) certain dwelling units described in **Schedule A,** attached hereto, pursuant to the provisions and requirements of Chapter 25A of the Montgomery County Code, 2014, as amended, and all applicable Executive Regulations (**Chapter 25A** or **Code**) and pursuant to the Agreement to Build Moderately Priced Dwelling Units for a Permit of 20 or More Dwelling Units for the subdivision or development executed on the \_\_\_\_ day of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, and the MPDU Declaration of Covenants for Sales Subdivisions recorded among the Land Records of Montgomery County, Maryland, as required by Paragraph 8 of this Agreement (**MPDU Covenants**).

**NOW, THEREFORE**, in consideration of the mutual promises, conditions, and obligations provided for herein, it is hereby agreed between the parties hereto as follows:

1. DESCRIPTION OF PROPERTY: Applicant hereby offers for sale as MPDUs those certain \_\_\_\_\_\_ (number) pieces of real property located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (subdivision or development) in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (town and zip code) (referred to collectively as “the **Property, Properties or MPDUs”** and individually as **“an MPDU”**). The MPDUs are more particularly described by lot or unit, block, street address and property tax identification number in accordance with **Schedule A**, attached hereto.
2. DELIVERY: The MPDUs described in Schedule A must be available for occupancy, in compliance with County building code requirements, within three hundred sixty-five (365) days of the **Effective Date** (defined below) of this Agreement. Time is of the essence with respect to the time period provided for in this Paragraph.
3. ELIGIBILITY OFFERING: For a period of 90 days from the Effective Date of this Agreement or from the date of approval by the Department of Housing and Community Affairs (**DHCA**) of other marketing methods, the County has a preferential offering period (**Priority Marketing Period**) within which to make the MPDUs available to households on the County's MPDU eligibility list (**Eligible Purchasers**). Those Eligible Purchasers who choose to contract for an MPDU are required to turn in their MPDU eligibility certificates to the Applicant or the Applicant’s agent at the time the purchase contract for the MPDU is executed. The Priority Marketing Period will be automatically extended at the conclusion of the first 90-day Priority Marketing Period if there are MPDUs that have not been sold to Eligible Purchasers, unless DHCA determines that no additional Eligible Purchasers are available to buy the MPDUs. Any MPDU that has not been sold during the Priority Marketing Period, as extended, to an Eligible Purchaser may be offered by the Applicant for sale to prospective purchasers who do not meet the MPDU income requirements (**Non-Income-Eligible Purchasers**) at the sales prices contained in this Agreement, but only upon prior written approval from DHCA. In an effort to increase the pool of prospective Eligible Purchasers, prior to permitting the Applicant to sell the MPDUs to Non-Income Eligible Purchasers, DHCA in its discretion, may first increase the maximum income levels for prospective Eligible Purchasers. If MPDUs are sold to Non-Income-Eligible Purchasers, those MPDUs, with the exception of the income restrictions for the purchasers, remain subject to the MPDU Covenants and Chapter 25A.
4. PHYSICAL DESCRIPTION OF INDIVIDUAL UNITS: The physical description of each MPDU, along with the items contained in each MPDU, is provided in **Schedule C**, attached hereto. Applicant warrants and guarantees that each MPDU conforms, or will conform at time of delivery by Applicant, to the minimum specifications for all MPDUs as required by DHCA. DHCA has the right to inspect the MPDUs to determine whether the Applicant has complied with the minimum specifications.
5. PRICE:
	1. The base sales price for each MPDU, exclusive of options, is that amount as determined by the MPDU Minimum Specifications and Pricing Standards (**Minimum Specifications**), adopted in accordance with Chapter 25A that are in effect at the time of the acceptance of this Agreement.
	2. Applicant must construct each MPDU in accordance with the Minimum Specifications required for each MPDU listed in **Schedule C**. Applicant acknowledges having had the opportunity to review the Minimum Specifications prior to signing this Agreement. The price established by the Minimum Specifications for each MPDU may be adjusted downward by the County if, in the County's sole discretion, the Minimum Specifications for items identified on **Schedule C** and required by the Minimum Specification for each MPDU have not been supplied, completed, or complied with by the Applicant.
	3. FHA approval is required for condominium developments prior to approval of this Agreement. The cost of FHA financing may be added to the sales price of the MPDUs.
6. NOTICE TO HOUSING OPPORTUNITIES COMMISSION: Applicant acknowledges that, in accordance with the requirements of Chapter 25A, DHCA is required to notify the Housing Opportunities Commission (**Commission**) and other non-profit housing agencies or organizations (**Approved Housing Agencies**) of the MPDU offering being made by the Applicant (**DHCA’s Notification**). The Commission and the Approved Housing Agencies have the right to purchase up to 40 percent (40%) of the MPDUs in any MPDU offering; however, the Commission may not purchase more than 33 and one-third percent (33.3%) of the MPDUs in any MPDU offering. The Commission and the Approved Housing Agencies have 21 days from the date of DHCA’s Notification within which to notify the Applicant, in writing, of their interest in purchasing up to 40 percent of the MPDUs. The Commission must designate the specific MPDUs which it and the Approved Housing Agencies are considering purchasing in its notification to the Applicant. After the Commission notifies the Applicant of its and the Approved Housing Agencies’ intention to purchase or not to purchase any of the MPDUs, the Applicant may begin selling any of the remaining MPDUs to Eligible Purchasers. The Commission and the Approved Housing Agencies have an additional 24 days (or 45 days from the date of DHCA’s Notification) to inform the Applicant of the Commission’s (and any Approved Housing Agency’s) final decision with regard to their purchase of the MPDUs.
7. DOCUMENTS:
	1. **Within 14 days after execution of a sales agreement** for each MPDU, the Applicant must provide the County with copies of the following items:
* a copy of the executed sales contract;
* the original, signed Purchaser’s Agreement form which is provided by DHCA, stating that the household must occupy the MPDU in accordance with the provisions of Chapter 25A and the MPDU Covenants;
* the purchaser’s original Certificate of Eligibility, which is issued by DHCA to households meeting the Program’s minimum eligibility criteria to purchase an MPDU; and
* the original, signed Acknowledgement of Receipt of MPDU Covenants, which is provided by DHCA and recognizes that the purchaser has received a copy of the MPDU Covenants and Chapter 25A.

* 1. **At least 3 days prior to settlement,** the Applicant or their agent must provide DHCA with a copy of the settlement statement for review and approval.
	2. **Within 30 days after settlement**, the Applicant must provide the County with copies of:
* the HUD -1 settlement sheet; and
* a copy of the two-party deed. **Each deed of conveyance for an MPDU must contain language referencing the MPDU Covenants by Book and Page on the face of the deed**.
1. MPDU COVENANTS: At or before the time of the execution of this Agreement by the Applicant, the Applicant must provide DHCA with signed MPDU Covenants, in recordable form, subjecting the MPDUs in the subdivision or development to the requirements of Chapter 25A. The MPDU Covenants will be recorded in the Land Records by the County as soon as practicable. All deeds transferring the property listed in Schedule A must prominently reference the MPDU Covenants by Book and Page on the first page. It is the Applicant’s responsibly to inform Settlement Agents of this requirement. Any failure to include this language will result in the need to modify and re-record the deed at the Applicant’s expense.

1. ATTACHMENTS: Attached hereto and made a part hereof are the following documents and/or schedules:
	1. Identification of Units Being Offered: lot and block, street addresses, number of bedrooms, number of baths, property tax identification numbers, expected date of delivery for settlement, and approved sales prices of the MPDUs. (**Schedule A**).
	2. General Information Sheet (**Schedule B**).
	3. Unit Description and Price Sheet (**Schedule C**).
	4. Copy of MPDU Covenants (**Schedule D**).
	5. Subdivision Record Plat(s): One copy (**Schedule E**).
	6. Floor plans and Elevations: Provide for each unit type (**Schedule F**).
	7. Calculation of Sales Prices for MPDUs: Base sales price calculation worksheet for each unit type (**Schedule G**).
	8. Certified Site Plan: One copy of cover sheet, composite, and specific sheets showing MPDUs in current offering (**Schedule H**).
2. ADDITIONAL DOCUMENTS: Applicant must execute such additional documents as may be necessary or required to effectuate the intent and purpose of the Agreement and Chapter 25A.
3. BINDING EFFECT: Applicant covenants and agrees that the person signing this Agreement on behalf of the Applicant is the Applicant’s authorized representative with full authority to bind the Applicant. This Agreement is binding upon the Applicant and the Applicant’s agents, successors and assigns.
4. WAIVER: A waiver by the County of a specific requirement or default in this Agreement must be in writing; such a waiver is not a waiver of any other or subsequent default of similar or different nature.
5. NOTICES AND APPROVALS: Notices and approvals under this Agreement must be delivered in writing to:

Montgomery County:

Department of Housing and Community Affairs

1401 Rockville Pike, 4th Floor

Rockville, Maryland 20852

Attn: MPDU Manager, Affordable Housing Programs Section

Applicant (provide contact information below):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notices may be addressed to such other address in respect to either of the foregoing parties as that party may, from time to time, designate in writing, dispatched as provided in this Paragraph 13.

 All notices and approvals required in the Agreement must be in writing to bind the submitting or receiving party.

1. SURVIVAL: The terms of Chapter 25A will survive the execution and delivery of any deeds or leases to the MPDUs and do not merge therein.
2. APPLICABLE LAWS AND REGULATIONS: Applicant agrees to abide by and comply with all applicable laws and regulations, as amended from time to time, regarding the subject matter of this Agreement, whether or not such laws or regulations are herein specifically enumerated or referred to.
3. SEVERABILITY: If any part, portion or provision of this Agreement is found to be null, void, illegal, or unenforceable for any reason by any court or governmental regulation or ruling, then only such part, portion, or provision is affected thereby, and the remainder of this Agreement will remain in full force and effect.
4. EFFECTIVE DATE: The Effective Date of this Agreement is the date that it is executed by the County.
5. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
6. RECITALS AND SCHEDULES: The Recitals and Schedules to this Agreement are made a part of this Agreement.

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

**IN WITNESS WHEREOF,** the Applicant has caused these presents to be executed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name), its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (title), and does hereby appoint the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name) its authorized agent to acknowledge and deliver these presents, and the County has on the day and year written below caused these presents to be signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**WITNESS: APPLICANT:**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (Insert typed name of business entity)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**WITNESS: MONTGOMERY COUNTY, MARYLAND:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The 90-day Priority Marketing Period will begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(The above date will be determined by DHCA.)

SCHEDULE A

**Identification of Units Being Offered in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 (subdivision or development name)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Lot** | **Block** | **Street Address** | **No. of Bedrooms** | **No. of Baths** | **Property Tax ID No.\*** | **Expected****Delivery****Date** | **Approved Sales Price** | **3% Buyer’s Credit\*\*** |
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\*If the property tax identification numbers provided above are not the final numbers, the Applicant must execute an amendment to the MPDU Covenants correcting the property tax identification numbers within 30 days after the final numbers are available to the Applicant.

\*\*Three percent (3%) of the approved sales price must be credited to the MPDU purchaser at settlement for closing costs.

SCHEDULE B

**General Information Sheet**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Development Name

1. Subdivision Name (if different from above):

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Builder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

3. Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

4. Sales Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

5. Sales Manager: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

6. Settlement Coordinator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 E-mail Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

7. Additional fees:

a) Homeowners Association Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* 1. Condominium Fee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	2. Capital Contribution: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

8. Front Foot Benefit Charge (per year): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

9. Mortgage Financing (Describe mortgage financing that is being offered to MPDU purchasers. FHA approval is required for condominium developments. The cost of FHA financing may be added to the sales price):

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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SCHEDULE C

**Unit Descriptions and Prices**

NOTE: Please describe the items included in each MPDU. These components will be utilized by DHCA in the pricing process. Attach floor plans and elevations for MPDUs at Schedule F. Specify square footage of each unit type.

Structure type: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(single-family detached, townhouse, duplex, two-over-two, garden, high rise)

Number of units: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Size of unit

 by square feet: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of bedrooms: \_\_\_\_\_\_\_\_\_\_\_\_

Number of baths: Finished full/half \_\_\_\_\_/\_\_\_\_\_ Rough-in full/half \_\_\_\_\_/\_\_\_\_\_

Basement: N/A \_\_\_\_ Walkout \_\_\_\_\_ In ground \_\_\_\_\_

 **Approved Sales Prices:**

Unit Description (end/interior; elevation type): Sales Price:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Prices of Options: (List below or attach separate sheet)

**NOTE: Total cost of options must not exceed 10% of MPDU sales price.**

Option Price

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE D

**Copy of MPDU Sales Covenants**

Attach a copy of the signed MPDU Covenants and provide signed unrecorded original of sales covenants (unless original was provided previously) to be recorded by the County.

SCHEDULE E

**Subdivision Record Plat(s)**

Attach copy of the recorded subdivision plat or plats

SCHEDULE F

**Floor Plans and Elevations**

Attach for each MPDU unit type

SCHEDULE G

**Calculation of Sales Prices for MPDUs**

Attach a base sales price calculation worksheet for each MPDU unit type

SCHEDULE H

**Certified Site Plan**

Attach copy of relevant certified site plan including cover sheet, composite, and specific sheets showing MPDUs in current offering

S:\Files\recurring\Housing\MPDU\Forms\Sales Forms\Offering Agreement - Sales\Offering\_Agreement\_Sales\_MPDU\_Feb\_2017.docx