

(IV) PLUMBING, ELECTRICAL, HEATING, AND AIR CONDITIONING SYSTEMS;

(V) INFESTATION OF WOOD-DESTROYING INSECTS;

(VI) LAND USE MATTERS;

(VII) HAZARDOUS OR REGULATED MATERIALS, INCLUDING ASBESTOS, LEAD-BASED PAINT, RADON, UNDERGROUND STORAGE TANKS, AND LICENSED LAND FILLS; AND

(VIII) ANY OTHER MATERIAL DEFECTS KNOWN TO THE VENDOR.

(3) THE DISCLOSURE FORM SHALL CONTAIN:

(I) A NOTICE TO PROSPECTIVE PURCHASERS AND VENDORS THAT THE PROSPECTIVE PURCHASER OR VENDOR MAY WISH TO OBTAIN PROFESSIONAL ADVICE ABOUT OR AN INSPECTION OF THE PROPERTY; AND

(II) A NOTICE TO PURCHASERS THAT THE INFORMATION CONTAINED IN THE DISCLOSURE STATEMENT IS THE REPRESENTATION OF THE VENDOR AND IS NOT THE REPRESENTATION OF THE REAL ESTATE BROKER OR SALESPERSON, IF ANY.

(4) THE VENDOR IS NOT REQUIRED TO UNDERTAKE OR PROVIDE AN INDEPENDENT INVESTIGATION OR INSPECTION OF THE PROPERTY IN ORDER TO MAKE THE DISCLOSURES REQUIRED BY THIS SECTION.

(E) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, THE VENDOR SHALL DELIVER THE COMPLETED DISCLOSURE OR DISCLAIMER STATEMENT REQUIRED BY THIS SECTION TO THE PURCHASER ON OR BEFORE ENTERING INTO A CONTRACT OF SALE BY THE VENDOR AND THE PURCHASER.

(2) THE DISCLOSURE OR DISCLAIMER STATEMENT SHALL BE DELIVERED TO EACH PURCHASER BEFORE THE EXECUTION OF THE CONTRACT OF SALE BY THE PURCHASER IN THE CASE OF:

(I) A LAND INSTALLMENT CONTRACT, AS DEFINED IN § 10-101 OF THIS TITLE;

(II) AN OPTION TO PURCHASE AGREEMENT; AND

(III) A LEASE AGREEMENT CONTAINING AN OPTION TO PURCHASE PROVISION.

(3) AT THE TIME THE DISCLOSURE OR DISCLAIMER STATEMENT IS DELIVERED, EACH PURCHASER SHALL DATE AND SIGN A WRITTEN ACKNOWLEDGMENT OF RECEIPT, WHICH SHALL BE INCLUDED IN OR ATTACHED TO THE CONTRACT OF SALE.