



Jurisdictional Disclosure and Addendum to the Sales Contract for Washington, DC

(Recommended for the Listing Agreement and required for the GCAAR Sales Contract)

The Contract of Sale dated 08/10/2018 between Keller Williams Fairfax Gateway
 _____ (Buyer) and Carl Ey _____ (Seller)
 for the purchase of the real property located at
 Address 216 4th Street Southeast 4th Street Southeast Unit# _____
 City Washington State DC Zip Code 20003, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot 24 Block/Square 0819 Section _____
 Subdivision/Project Name Capitol Hill Tax Account # _____
 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure.

☐ Yes ☒ No

2. DC SOIL DISCLOSURE REQUIREMENTS: The characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is Urban Land.

For further information, Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

3. TENANCY: Seller represents that property ☒ is/was OR ☐ is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the DC Tenancy Addendum is hereby provided.

4. CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION: Seller represents that this Property ☐ is OR ☒ is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- ☐ Condominium Seller Disclosure/Resale Addendum for DC,
- ☐ Co-operative Seller Disclosure/Resale Addendum for Maryland and the District of Columbia, or
- ☐ HOA Seller Disclosure/Resale Addendum for DC

5. UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code Section 8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: _____

6. PROPERTY TAXES: Future property taxes may change. To determine the applicable rate, see https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment. Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

 Seller	dotloop verified 08/11/18 9:22AM EDT QQLW-AHPA-4OUP-ICIO	_____ Seller
Date		Date

PART II. RESALE ADDENDUM

The Contract of Sale dated 08/10/2018, between Seller Carl Ey and Buyer Keller Williams Fairfax Gateway is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

1. **SELLER DISCLOSURE:** Pursuant to D.C. Code §42-1302, prior to the submission of the offer, Buyer is entitled to a Seller's Disclosure Statement (if Seller is not exempt) and hereby acknowledges receipt of same. ☒ **Yes** ☐ **No**
☐ **Not applicable**

2. **RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/service/recorder-deeds-frequently-asked-questions-faqs>. In limited circumstances, an exemption from Recordation Tax may be available to Buyer, if Buyer meets the requirements for the Lower Income Home Ownership Exemption Program ("Tax Abatement Program"). See below for additional information.

Unless otherwise negotiated, the following will apply:

A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.

B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.

C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: <http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov%20140909%20110358.pdf>. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer ☐ is or ☒ is not applying for the Tax Abatement Program.

D. **First-Time Homebuyer Recordation Tax Credit:** Buyer ☐ is or ☒ is not a DC First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871>.)

3. The principals to the Contract mutually agree that the provisions hereof shall survive the execution and delivery of the Deed and shall not be merged herein.

Carl Ey
 Seller Date

Buyer Date

Seller Date

Buyer Date



Consent for Dual Representation and Designated Representation in the District of Columbia

(To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

“Designated Representation” occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
 - If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
- Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

“Dual Representation” occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

☒ I(We) consent to **Designated Representation**, acknowledging the broker/firm

Keller Williams Fairfax Gateway, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, James Nellis, license # SP98362766 as the Designated Representative for the party indicated below:

☒ Sellers(s) or ☐ Buyer(s)
☐ Landlord(s) or ☐ Tenant(s)

☐ I (We) do not consent to **Designated Representation**

☒ I (We) consent to **Dual Representation**, acknowledging the broker/firm

Keller Williams Fairfax Gateway, and the sales associate, James Nellis, license # SP98362766 may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

☐ Sellers(s)and Buyer(s)
☐ Landlord(s) and Tenant(s)

☐ I (We) do not consent to **Dual Representation**

Carl Ey

Signed

dotloop verified
08/11/18 9:22AM EDT
FGTP-1KPO-EEWM-RH6K

Date

Signed

Date

Previous editions of this form should be destroyed.



DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

Purpose: Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information **before** they decide to rent or purchase the property.

This form does not replace the Federal Lead Disclosure form. DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

- Copies of any lead-based paint reports, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-based paint related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

For more information see The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.



If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> Complete Sections A and B. Provide a copy to the tenant/buyer.
The potential tenant or buyer	<ul style="list-style-type: none"> Carefully review Section B. Sign Section C.

SECTION A: Property Owner/Manager's Signature

Property Address: 216 4th St SE

Unit: _____

Washington, DC

ZIP: 20003

I am the (check one) ☒ owner ☐ manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.

Owner/Manager Name: Carl Ey and Jennifer Kralej TrustSignature: Carl Ey

dotloop verified
08/11/18 9:22AM EDT
E6BC-B0AF-RCJV-KS8C

SECTION B: Information About the Lead-Based Paint in this Property

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

☒ No ☐ Yes, in the following location(s): *For more space attach a summary*

Does DC Government have any pending actions related to lead-based paint for this property?

Check all that apply

- ☐ Yes, a notice of violation
☐ Yes, a notice of lead-based paint hazards
☐ Yes, an administrative order to eliminate lead-based paint hazards
☐ Yes, other notices or orders related to lead-based paint. Please list:
☐ No

Are there any reports or documents about lead-based paint or hazards in or around this property?

This includes reports or documents provided to you by a previous or current owner, property manager, DC Government agency, or contractor.

☒ No ☐ Yes **and** I understand I must provide a copy of those documents to the tenant/buyer if they ask.

SECTION C: Tenant/Buyer's Acknowledgement

I was provided this form and the Protect Your Family from Lead in Your Home pamphlet before I signed a lease or purchase agreement.

☐ Yes ☐ No, I have already signed a lease or purchase agreement.

I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.

Name: _____

Signature: _____

Date: _____





Lead Paint – Federal Disclosure of Lead-Based Paint and Lead-Based Paint Hazards for SALES

(Required for the SALE of all properties in the U.S. with any existing part built prior to 1978)

PROPERTY ADDRESS: 216 4th Street Southeast, Washington, DC 20003

☒ There are parts of the property that still exist that were built prior to 1978 **OR** ☐ No parts of the property were built prior to 1978 **OR**
☐ Construction dates are unknown. **If any part of the property was constructed prior to 1978 or if construction dates are unknown, this disclosure is required. If the entire property was built in 1978 or later, this disclosure is not required.**

LEAD WARNING STATEMENT FOR BUYERS: Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

SELLER'S DISCLOSURE:

(A) Presence of lead-based paint and/or lead-based paint hazard:

☐ **Known lead-based paint and/or lead-based paint hazards** are present in the housing (explain):
 _____ **OR**

☒ Seller has **no knowledge of lead-based paint and/or lead-based paint hazards** in the housing.

(B) Records and reports available to the Seller:

☐ Seller **has provided Buyer with all available records** and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):
 _____ **OR**

☒ Seller has **no reports or records** pertaining to lead-based paint and/or lead-based paint hazards in the housing.

BUYER'S ACKNOWLEDGMENT:

(Buyer to initial all lines as appropriate)

(C) Buyer has **read the Lead Warning Statement** above.

(D) Buyer has **read Paragraph B and acknowledges receipt of copies of any information** listed therein, if any.

(E) Buyer has **received the pamphlet Protect Your Family From Lead in Your Home** (required).

(F) Buyer has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; **OR**

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

AGENT'S ACKNOWLEDGMENT: (Agent to initial)

(G) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

CERTIFICATION OF ACCURACY: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Carl E. dotloop verified 08/11/18 9:22AM EDT M5J7-TMKQ-ONCW-MUU0
 Seller Date

Seller Date

James W. Nellis dotloop verified 07/30/18 4:35PM EDT 11JE-CLFY-LUTN-OOQF
 Agent for Seller, if any Date

Buyer Date

Buyer Date

Agent for Buyer, if any Date



Tenancy Addendum for Washington, DC

(Required for use with Form #1313 where any Tenancy exists)

The Contract of Sale dated 08/10/2018, Address 216 4th Street Southeast
 City Washington, State DC Zip 20003 Lot: 24
 Block/Square: 0819 Unit: _____ Section: _____ Tax ID # 0819//0024
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: Capitol Hill
 between Seller Carl Ey and
 Buyer _____ is hereby
 amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **TENANCY:** District of Columbia Code broadly defines a tenant as “a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit owned by another person”. As provided in GCAAR Form #1313, Washington DC Jurisdictional Disclosure and Addendum, the property is/was at the time the Seller decided to sell the Property subject to existing tenancy (ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached	
a. <u>Catherine</u>	<u>End Bsmt</u>	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b. <u>Liza</u>	<u>Middle</u>	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c. <u>Tara</u>	<u>Top</u>	_____	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d. _____	_____	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate such tenancy(ies), except for non-payment of rent. In addition, the Seller will not enter into any new leases or tenancies with respect to the Property.

2. **OCCUPANCY:** The Buyer ☐ DOES or ☒ DOES NOT (choose one) intend to occupy the Property for his/her personal use.

3. **TENANT OPPORTUNITY TO PURCHASE:**

Pursuant to Title IV of D.C. Law 3-86, “RENTAL HOUSING CONVERSION AND SALE ACT OF 1980” (hereinafter referred to as “TOPA”) a Tenant is afforded an opportunity to purchase plus a 15 day right of first refusal for said Property. TOPA requires Seller to provide Tenants right to purchase Notices on the same day to all Tenant(s) and the Mayor c/o the District of Columbia Department of Housing and Community Development (DHCD).

A. **Required Notices (“TOPA Notice(s)”) proof of mailings will be required:**

In accordance with the provisions of TOPA and on the forms provided by DHCD, Seller (choose one):

☐ HAS provided on _____ to Tenant(s) and the Mayor a written Offer of Sale and Tenant
Date

Opportunity to Purchase **Without** A Third Party Contract (Form B), a copy of which is attached hereto. Seller represents and agrees that within 2 days after ratification of this Contract, Seller will send to the Tenant(s), by first-class mail to the Tenant(s) and send by first-class mail to Tenant(s) and the Mayor the 15-day Right of First Refusal Notice (Form C) together with a copy of this Contract.

OR

☒ HAS NOT provided to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity to Purchase **Without** A Third Party Contract (Form B). Seller represents and agrees that, within 2 days after ratification of this Contract, Seller will hand-deliver to Tenant(s) and send by certified mail to the Tenant(s) and the Mayor the Offer of Sale and Tenant Opportunity to Purchase **With** A Third Party Contract, which Notice also contains 15-day right of first refusal (Form A).

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B. TOPA Compliance and Buyer Right to Void Contract:

To ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA, **Seller agrees to contact Settlement Agent within 3 Business Days of Ratification** to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA or to establish the necessary steps to be in compliance with such requirements (either of which shall constitute "TOPA Compliance").

Accomplishing TOPA Compliance requires Delivery to the Settlement Agent of specific documentation satisfactory to the title insurance underwriter, including, but not limited to the following:

1. Copies of required TOPA Notices and evidence of their Delivery in compliance with DC Code §42-3404 et seq. ; and
2. Collectively completed and executed TOPA Affidavits and/or Assignments executed by all Tenants (as required by the title insurer), evidencing that all Tenants have elected to not exercise their right to purchase and their right of first refusal, and have not assigned said rights, or that they have assigned their TOPA rights to Seller or Buyer for consideration. .


In the event that Seller has not accomplished TOPA Compliance, by 7 days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, deliver Notice to Seller declaring this contract void. If Buyer Delivers such Notice, this Contract will become void at 6:00 p.m. on the third day following Delivery of Buyer's Notice, unless prior to that date and time Seller has accomplished TOPA Compliance.

C. General Provisions:

Seller shall keep Buyer and Agents apprised of all negotiations, correspondence, Contracts and other developments with respect to negotiations with Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.

4. SETTLEMENT: Buyer and Seller acknowledge that Seller must accomplish TOPA Compliance prior to the Settlement Date. If Settlement does not occur on the Settlement Date due to Seller not having accomplished TOPA Compliance, and Seller is not in Default, then the Settlement Date shall automatically be extended to the date which is the third Business Day following the date Seller accomplishes TOPA Compliance, unless otherwise agreed by Buyer and Seller. Buyer and Seller further agree that Buyer's obligation to complete Settlement ☐ IS or ☒ IS NOT (choose one) contingent upon Seller delivering the Property vacant and free of tenancies at Settlement.

5. BUYER ACKNOWLEDGEMENT: Buyer acknowledges that as an owner of rental property in the District of Columbia there are a number of legal issues/requirements they, as an owner should be aware of, including but not limited to: rental registration requirements, landlord/tenant rights and obligations, business license requirements, rent control, tenant opportunity to purchase and right of first refusal, the District's opportunity to purchase (5 or more units), and the eviction process. Buyer is advised to consult the District of Columbia and/or obtain legal counsel regarding such matters.



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08/11/18 9:22AM EDT
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SellerDate

BuyerDate

SellerDate

BuyerDate