



## Jurisdictional Disclosure and Addendum to the Sales Contract for District of Columbia

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

The Contract of Sale dated \_\_\_\_\_, between \_\_\_\_\_ (Buyer) and Betty J Davis Trust \_\_\_\_\_ (Seller) for the purchase of the real property located at Address 4237 Gorman Street Southeast \_\_\_\_\_ Gorman Street Southeast Unit # \_\_\_\_\_ City Washington \_\_\_\_\_ State DC \_\_\_\_\_ Zip Code 20019 \_\_\_\_\_, Parking Space(s) # \_\_\_\_\_ Storage Unit # \_\_\_\_\_ with the legal description of Lot 31 \_\_\_\_\_ Block/Square 5380 Section \_\_\_\_\_ Subdivision/Project Name FORT DUPONT PARK \_\_\_\_\_ 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 - Christiana- Sunnyside  
 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 following required Addendum shall be incorporated into the Contract.  
☐ Tenancy Addendum for District of Columbia (Single-Family Accommodation)  
☐ Tenancy Addendum for District of Columbia (2 to 4 Rental Units)  
☐ Multi-Unit or Non-Residential Addendum

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

**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 §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](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>.

*Betty J Davis*  
 Seller

10-8-2021  
 Date

*Marvette Monroe*

dotloop verified  
 10/13/21 2:50 PM EDT  
 WZ54-GR19-55XF-ZSSZ

10/12/2021

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**PART II. RESALE ADDENDUM**

The Contract of Sale dated \_\_\_\_\_, between Seller Betty J Davis and Marvette Monroe and Buyer \_\_\_\_\_ 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\\_110358.pdf](http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.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 District of Columbia 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.

 Seller (sign only after Buyer)	<u>10-8-2021</u> Date	_____ Buyer	_____ Date
 Marvette Monroe	dotloop verified 10/13/21 2:50 PM EDT 2SNW-YSSH-PCFP-BBTJ <u>10/12/2021</u> 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.

<input checked="" type="checkbox"/> I(We) consent to <b>Designated Representation</b> , acknowledging the broker/firm Keller Williams Alliance Group _____, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, James Nellis _____, license # 0225038800 _____ as the Designated Representative for the party indicated below: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input type="checkbox"/> Sellers(s) or <input type="checkbox"/> Buyer(s)</span> <span><input type="checkbox"/> Landlord(s) or <input type="checkbox"/> Tenant(s)</span> </div>	
<input type="checkbox"/> I (We) do not consent to <b>Designated Representation</b>	
<input checked="" type="checkbox"/> I (We) consent to <b>Dual Representation</b> , acknowledging the broker/firm Keller Williams Alliance Group _____, and the sales associate, James Nellis _____, license # 0225038800 _____ may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the <b>Dual Representatives</b> for the both parties indicated below: <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span><input checked="" type="checkbox"/> Sellers(s)and Buyer(s)</span> <span><input type="checkbox"/> Landlord(s) and Tenant(s)</span> </div>	
<input type="checkbox"/> I (We) do not consent to <b>Dual Representation</b>	
Signed <u>Betty J. Davis</u>	Date <u>10-8-2021</u>
Marvette Monroe	<div style="font-size: small;">                     dotloop verified                      10/13/21 2:50 PM EDT                      HABCVJIT-EUVC-V6LD                 </div> Date <u>10/12/2021</u>

Previous editions of this form should be destroyed.

## LEAD DISCLOSURE FORM

**Federal Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:

4237 Gorman Street Southeast, Washington, DC 20019

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.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*  
4237 Gorman Street Southeast, Washington, DC 20019

and affirm that the following answers state what I reasonably know about my property.

### CHECK ONE BOX UNDER A, B, AND C, BELOW.

#### A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:

☐ Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

☐ To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

☒ While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978.

#### B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:

**NOTE: The following definitions must be followed to comply with District law.**



**DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD:** "Lead-based paint hazard" means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. *See* D.C. Official Code § 8-231.01(22).

**DEFINITION OF PRESUMED LEAD-BASED PAINT:** "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. *See* D.C. Official Code § 8-231.01(32).

☐ I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint hazards at this property):



☒ To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

**C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:**

☒ There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

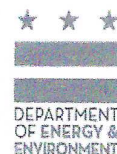
☐ There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

	
NAME OF OWNER/OWNER'S AUTHORIZED AGENT	DATE



GOVERNMENT OF THE  
DISTRICT OF COLUMBIA



DEPARTMENT  
OF ENERGY &  
ENVIRONMENT

## ACKNOWLEDGEMENT FORM

### Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

#### ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

4237 Gorman Street Southeast, Washington, DC 20019

#### Lessee's Acknowledgement

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): \_\_\_\_\_.

☐ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): \_\_\_\_\_.

\_\_\_\_\_  
Lessee's Signature Date

#### Prospective Purchaser's Acknowledgement

☐ I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): \_\_\_\_\_.

☐ I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): \_\_\_\_\_.

\_\_\_\_\_  
Prospective Purchaser's Signature Date

#### Agent's Acknowledgement

☒ I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

*James Nellis* dotloop verified  
12/02/21 9:33 AM EST  
DCTX-YRQ9-FVSD-9GFO  
\_\_\_\_\_  
Agent's 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:** 4237 Gorman Street Southeast, Washington, DC 20019

☒ 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.

Betty Davis 10-8-2021  
Seller Date

Marvette Monroe  
dotloop verified 10/13/21 2:50 PM EDT F3W8-LOXX-P4OT-FX9T 10/12/2021  
Date

James Nellis  
dotloop verified 10/13/21 2:55 PM EDT AQ2C-UKDT-QELU-J1T5  
Agent for Seller, if any Date

☐  
Buyer Date

☐  
Buyer Date

☐  
Agent for Buyer, if any Date

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