



**THIS NOTICE IS REQUIRED BY LAW AND IS NOT A CONTRACT.**  
**THIS DISCLOSURE DOES NOT CREATE A BROKERAGE RELATIONSHIP.**

### Disclosure of Brokerage Relationship District of Columbia

Prior to providing specific real estate assistance, District of Columbia law requires that a licensee disclose to any party who the licensee does **NOT** represent the identity of the party to the proposed transaction which the licensee does represent. Even though a licensee may not represent you, that licensee must still treat you honestly in the transaction.

We, the undersigned  Buyer(s)/Tenant(s) or  Seller(s)/Landlord(s) acknowledge receipt of this Disclosure, and understand we are **NOT** represented by the licensee identified below.

James Nellis II #SP98362766 and Keller Williams Alliance Group  
 (Licensee & License #) (Brokerage Firm)

The licensee and brokerage firm named above represent the following party in the real estate transaction:

**Seller(s)/Landlord(s)** (The licensee has entered into a written listing agreement with the seller(s) or landlord(s) or is acting as a sub-agent of the listing broker.)

**Buyer(s)/Tenant(s)** (The licensee has entered into a written agency agreement with the buyer/tenant.)

**Designated Agent of the**  **Buyer(s)/Tenant(s)** or  **Seller(s)/Landlord(s)**  
 (Both the buyers and sellers have previously consented to "Designated Agency", and the licensee listed above is indicating the parties represented.)

Acknowledged	Date
Acknowledged	Date

Name of Person(s): James Nellis II

I certify on this date that I, the real estate agent, have delivered a copy of this disclosure to the person(s) identified above.

<i>James Nellis</i>	dotloop verified 01/10/22 10:16 AM EST KJ01-0VM0-VSHF-ML2P	
Signed (Licensee)		Date

Previous editions of this form should be destroyed.



# Inclusions/Exclusions Disclosure and/or Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 645 Farragut Place Northeast, Washington, DC 20017

**PERSONAL PROPERTY AND FIXTURES:** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment; plumbing and lighting fixtures; sump pump; attic and exhaust fans; storm windows; storm doors; screens; installed wall-to-wall carpeting; central vacuum system (with all hoses and attachments); shutters; window shades; blinds; window treatment hardware; mounting brackets for electronics components; smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items shall be noted in the blank.

### KITCHEN APPLIANCES

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

### LAUNDRY

- Washer
- Dryer

### ELECTRONICS

- Security Cameras *Rug*
- Alarm System *AD T*
- Intercom
- Satellite Dishes
- Video Doorbell

### LIVING AREAS

- Fireplace Screen/Doors
- Gas Logs
- Ceiling Fans
- Window Fans
- Window Treatments

### WATER/HVAC

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window AC Units

### RECREATION

- Hot Tub/Spa, Equipment & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

### OTHER

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels (*must include Solar Panel Seller Disclosure/Resale Addendum*)
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**THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED:** \_\_\_\_\_

**LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS:** Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: \_\_\_\_\_

**CERTIFICATION:** Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

*Stephanie Brooks* 1/8/2021  
Seller Date

\_\_\_\_\_  
Seller Date

**ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT:** (Completed only after presentation to the Buyer)  
The Contract of Sale dated \_\_\_\_\_ between Seller Stephanie Brooks and Buyer \_\_\_\_\_ for the Property referenced above is hereby amended by the incorporation of this Addendum.

\_\_\_\_\_  
Seller (sign only after Buyer) Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller (sign only after Buyer) Date

\_\_\_\_\_  
Buyer Date



### 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 Stephanie Brooks (Seller)  
for the purchase of the real property located at Address 645 Farragut Place Northeast Farragut Place Northeast  
Unit # \_\_\_\_\_ City Washington State DC Zip Code 20017, Parking Space(s) # \_\_\_\_\_  
Storage Unit # \_\_\_\_\_ with the legal description of Lot 47 Block/Square 3776  
Section \_\_\_\_\_ Subdivision/Project Name BROOKLAND 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

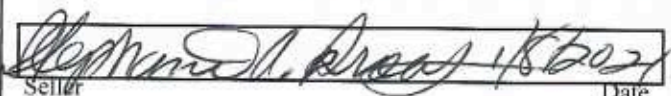
**2. DC SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia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

 \_\_\_\_\_  
Seller Date Seller Date

**PART II. RESALE ADDENDUM**

The Contract of Sale dated \_\_\_\_\_, between Seller Stephanie Brooks 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) Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Seller (sign only after Buyer) Date

\_\_\_\_\_  
Buyer Date

## Seller's Disclosure Statement

### Instructions

These instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

**1. Who must complete the Seller's Disclosure Statement?**

The Seller must complete the Statement him or herself (not the broker, management company, condominium association, cooperative association, or homeowners association).

**2. The Seller must provide the Seller's Disclosure Statement to the Purchaser for the following transactions:**

The Act applies to the following types of transfers or sales of District of Columbia real estate:

- a. Where the property consists of one to four residential dwelling units;
- b. The transaction is a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase; and
- c. The purchaser expresses, in writing, an interest to reside in the property to be transferred.

**3. The Seller does not need to complete the Seller's Disclosure Statement for the following transactions:**

- a. Court ordered transfers;
- b. Transfers to a mortgagee by a mortgagor in default;
- c. Transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- d. Transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- e. Transfers between co-tenants;
- f. Transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combination of the foregoing);
- g. Transfer between spouses under a divorce judgment incidental to such a judgment;
- h. Transfers or exchanges to or from any governmental entity; and
- i. Transfers made by a person of newly constructed residential property that has not been inhabited.

**4. When does the Seller's Disclosure Statement have to be provided to the Purchaser?**

In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

**5. What information must the Seller disclose?**

Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

**6. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?**

If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- a. The making of an application for a mortgage loan (if the lender discloses in writing that the right to rescind terminates on submission of the application);
- b. Settlement or date of occupancy in the case of a sale; or
- c. Occupancy in the case of a lease with an option to purchase.

**7. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?**

If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

**8. How must a Seller deliver the Seller's Disclosure Statement to the Transferee?**

The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

## SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

**Purpose of Statement:** This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.

**Seller Disclosure:** The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure have owned the property from: December 15, 2008 to: Present

The seller(s) completing this disclosure have occupied the residence from: December 15, 2008 to: Present

Property Address: 645 Farragut Place Northeast, Washington, DC 20017

The property is included in:  Condominium Association  Cooperative  Homeowners association with mandatory participation and fee

*If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.*

### A. Structural Conditions

**1. Roof**

Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B) Roof replaced 2014

Age of Roof:  0-5 years  5-10 years  10-15 years  15+ years  Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?  Yes  No

*If yes, please provide comments:* \_\_\_\_\_

Does the seller have actual knowledge of any existing fire retardant treated plywood?  Yes  No

*If yes, please provide comments:* \_\_\_\_\_

**2. Fireplace/ Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?  
 Yes  No  No fireplace(s)

*If yes, please provide comments:* \_\_\_\_\_

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?  
 Yes  No  No chimney(s) or flue(s)

*If yes, when were they last serviced or inspected?:* \_\_\_\_\_

**3. Basement**

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?  
 Yes  No  Not applicable

*If yes, please provide comments:* \_\_\_\_\_

Does the seller have actual knowledge of any structural defects in the foundation?  Yes  No

*If yes, please provide comments:* \_\_\_\_\_

<b>4. Walls and Floors</b>	Does the seller have actual knowledge of any structural defects in walls or floors? If yes, please provide comments: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>5. Insulation</b>	Does the seller have actual knowledge of presence of urea formaldehyde foam insulation? If yes, please provide comments: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>6. Windows</b>	Does the seller have actual knowledge of any windows not in normal working order? If yes, please provide comments: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## B. Operating Condition of Property Systems

<b>1. Heating System</b>	<input type="checkbox"/> Heating system is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on heating system required; go to section B.1.)	
	Type of System: <input checked="" type="checkbox"/> Forced Air <input type="checkbox"/> Radiator <input type="checkbox"/> Heat Pump <input type="checkbox"/> Electric Baseboard <input type="checkbox"/> Other	
	Heating Fuel: <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
	Age of System: <input checked="" type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown	
	Does the heating system include a humidifier? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: _____	
	Does the seller have actual knowledge of any defects in the heating system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments: _____	
If installed, does the seller have actual knowledge of any defects with the humidifier or electronic filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable If yes, please provide comments: _____		

<b>2. Air Conditioning System</b>	<input type="checkbox"/> Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the air conditioning system is required; go to section B.3.)	
	Type of System: <input checked="" type="checkbox"/> Central AC <input type="checkbox"/> Heat Pump <input type="checkbox"/> Window/Wall Unit <input type="checkbox"/> Other <input type="checkbox"/> Not applicable	
	AC Fuel: <input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other	
	Age of System: <input checked="" type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> Unknown	
	Does the heating system include a humidifier? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable If yes, please provide comments: _____	
	Does the seller have actual knowledge of any problems or defects in the cooling system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not applicable If yes, please provide comments: _____	

<b>3. Plumbing System</b>	Type of material: (check all that apply) <input type="checkbox"/> Copper <input type="checkbox"/> Lead <input type="checkbox"/> Galvanized iron <input type="checkbox"/> Brass <input checked="" type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input type="checkbox"/> Unknown
	Water Supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well
	Sewage Disposal Treatment: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic tank <input type="checkbox"/> Cesspool <input type="checkbox"/> Onsite treatment
	Water Heater Fuel: <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Does the seller have actual knowledge of any defects with the plumbing system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> _____

<b>4. Water System</b>	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide test results:</i> _____
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website ( <a href="https://www.dewater.com/leadmap">https://www.dewater.com/leadmap</a> , as of August 2019) as a property with a lead water service line on the private property or in public space? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i> _____
	Does the seller have actual knowledge of any lead-bearing plumbing, including the water service line servicing the property? <input type="checkbox"/> Yes, there is a lead service line servicing the property <input type="checkbox"/> Yes, there is lead bearing plumbing on the property <input checked="" type="checkbox"/> No <i>Comments:</i> _____
	If there is a lead service line servicing the property, does the seller have actual knowledge that any portion of the lead water service line has been replaced? (Note: This applies to portions of the service line on private property and in public space). <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide date(s) of replacement(s):</i> _____

<b>5. Electrical System</b>	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide test results:</i> _____
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### C. Appliances and Fixtures

Does the seller have actual knowledge of any defects with the following appliances?

Range/Oven	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Dishwasher	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Refrigerator	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Range hood/fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Microwave oven	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Sump Pump	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Trash compactor	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
TV antenna/controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Central vacuum	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Ceiling fan	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Attic fan	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Sauna/Hot tub	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Pool heater & equip	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Security System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Intercom System	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Garage door opener	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
& remote controls	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Lawn sprinkler system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Water treatment system	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Smoke Detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Carbon Monoxide detectors	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Other Fixtures or Appliances	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable

If yes to any of the above, please describe the defects:

Empty text box for describing defects.

### D. Exterior/Environmental Issues

**1. Exterior Drainage** Does the seller have actual knowledge of any problem with drainage on the property?  Yes  No  
 If yes, please provide comments: \_\_\_\_\_

**2. Damage to Property** Does the seller have actual knowledge whether the property has previously been damaged by:

Fire:  Yes  No  
 Wind:  Yes  No  
 Flooding:  Yes  No

If yes to any, please provide comments: \_\_\_\_\_

**3. Wood destroying insects or rodents** Does the seller have actual knowledge of any infestation or treatment for infestations?  Yes  No  
 If yes, please provide comments: \_\_\_\_\_

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?  Yes  No  
 If yes, please provide comments: \_\_\_\_\_

<b>4. Other Issues</b>	Does the seller have actual knowledge of any problem with drainage on the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If yes, please provide comments:</i> _____	
	Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If yes, please provide comments:</i> _____	
	Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If yes, please provide comments:</i> _____	
	Does the seller have actual knowledge that this property is a D.C. Landmark, included in a designated historic district or is designated a historic property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<i>If yes, please provide comments:</i> _____		
Has the property been cited for a violation of any historic preservation law or regulation during your ownership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If yes, please provide comments:</i> _____		
Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If yes, please provide comments:</i> _____		
Does the seller have actual knowledge that the property has received a vacant or blighted building exemption?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<i>If yes, please state the type of exemption, and when the exemption will expire:</i> _____		

### Certification and Signature

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

x Stephanie A. Brooks 1/8/2021  
 Seller's Signature Date

\_\_\_\_\_  
 Seller's Signature Date

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

\_\_\_\_\_  
 Buyer's Signature Date

\_\_\_\_\_  
 Buyer's Signature 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 Alliance Group \_\_\_\_\_, 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 Alliance Group \_\_\_\_\_, 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**

Stephanie J. Probst \_\_\_\_\_  
 Signed Date

\_\_\_\_\_  
 Signed Date

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:**

645 Farragut Place Northeast, Washington, DC 20017

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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)*  
645 Farragut Place Northeast, Washington, DC 20017

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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).

Stephanie A. Brooks 1/8/2021  
NAME OF OWNER/OWNER'S AUTHORIZED AGENT DATE



## 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:

645 Farragut Place Northeast, Washington, DC 20017

#### 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 01/10/22 10:16 AM EST CINU-JPEU-EVB2-4209 \_\_\_\_\_  
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: 645 Farragut Place Northeast, Washington, DC 20017

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.

*Stephanie A. Brown* 1/8/2016  
Seller Date

\_\_\_\_\_  
Seller Date

*James Nellis* dotloop verified 01/10/22 10:16 AM EST 1055-6A7H-UAMD-00DA  
Agent for Seller, if any Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Buyer Date

\_\_\_\_\_  
Agent for Buyer, if any Date