



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.

_____ and _____
 (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): **Tom Faison**

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

Signed (Licensee)

Date

Previous editions of this form should be destroyed.



Inclusions/Exclusions Disclosure and Addendum (Required for use with GCAAR Sales Contract)

Property Address: 131 11th St., SE, Washington, DC 20003

PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE

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, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. If more than one of an item conveys, the number of items is noted. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT** convey. **The items marked YES below convey.**

Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input type="checkbox"/>	<input type="checkbox"/>	_____	Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	_____	Freezer (separate)	<input type="checkbox"/>	<input type="checkbox"/>	_____	Satellite Dish
<input type="checkbox"/>	<input type="checkbox"/>	_____	Built-in Microwave	<input type="checkbox"/>	<input type="checkbox"/>	_____	Furnace Humidifier	<input type="checkbox"/>	<input type="checkbox"/>	_____	Storage Shed
<input type="checkbox"/>	<input type="checkbox"/>	_____	Ceiling Fan	<input type="checkbox"/>	<input type="checkbox"/>	_____	Garage Opener	<input type="checkbox"/>	<input type="checkbox"/>	_____	Stove or Range
<input type="checkbox"/>	<input type="checkbox"/>	_____	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	_____	w/ remote	<input type="checkbox"/>	<input type="checkbox"/>	_____	Trash Compactor
<input type="checkbox"/>	<input type="checkbox"/>	_____	Clothes Dryer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Gas Log	<input type="checkbox"/>	<input type="checkbox"/>	_____	Wall Oven
<input type="checkbox"/>	<input type="checkbox"/>	_____	Clothes Washer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Hot Tub, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	_____	Water Treatment System
<input type="checkbox"/>	<input type="checkbox"/>	_____	Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	_____	Intercom	<input type="checkbox"/>	<input type="checkbox"/>	_____	Window A/C Unit
<input type="checkbox"/>	<input type="checkbox"/>	_____	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	_____	Playground Equipment	<input type="checkbox"/>	<input type="checkbox"/>	_____	Window Fan
<input type="checkbox"/>	<input type="checkbox"/>	_____	Disposer	<input type="checkbox"/>	<input type="checkbox"/>	_____	Pool, Equip, & Cover	<input type="checkbox"/>	<input type="checkbox"/>	_____	Window Treatments
<input type="checkbox"/>	<input type="checkbox"/>	_____	Electronic Air Filter	<input type="checkbox"/>	<input type="checkbox"/>	_____	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	_____	Wood Stove
<input type="checkbox"/>	<input type="checkbox"/>	_____	Fireplace Screen/Door	<input type="checkbox"/>	<input type="checkbox"/>	_____	w/ ice maker				

OTHER

All appliances, fixtures, and window treatments convey as currently installed.

LEASED ITEMS

Any leased items, systems or service contracts (including but not limited to, fuel tanks, water treatment systems, lawn contracts, security system monitoring, and satellite contracts) **DO NOT CONVEY** absent an express written agreement by Buyer and Seller. The following is a list of the leased items within the Property:

Seller certifies that Seller has completed this checklist disclosing what conveys with the Property and gives permission to make this information available to prospective buyers.

DocuSigned by:
 3/3/2017
 Seller Nancy M. Austin Trust Date _____ Seller _____ Date _____

PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated _____ between Seller Nancy M. Austin Trust _____ and Buyer _____ is hereby amended by the incorporation of Parts I and II herein.

DocuSigned by:
 3/3/2017
 Seller Nancy M. Austin Trust Date _____ Buyer _____ Date _____
 Seller _____ Date _____ Buyer _____ Date _____

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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 _____ between _____
 _____ (Buyer) and Nancy M. Austin Trust (Seller)
 for the purchase of the real property located at
 Address 131 11th St., SE Unit# _____
 City Washington State DC Zip Code 20003, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot 811 Block/Square 0968 Section _____
 Subdivision/Project Name CAPITOL HILL Tax Account # 0968 0811
 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 unknown.

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: no exceptions

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>.

Hilary Mac Austin 3/3/2017
 Seller _____ Date _____ Seller _____ Date _____
 Nancy M. Austin Trust

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PART II. RESALE ADDENDUM

The Contract of Sale dated 3/3/2017, between Seller Nancy M. Austin Trust 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. 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.

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.

<u>Hilary Mac Austin</u>	<u>3/3/2017</u>	_____	_____
<small>E06FFF08BCF744F6...</small> Seller	Date	Buyer	Date
Nancy M. Austin Trust			
_____	_____	_____	_____
Seller	Date	Buyer	Date



Tenancy Addendum for Washington, DC

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

The Contract of Sale dated _____, Address 131 11th St., SE
 City Washington, State DC Zip 20003 Lot: 811
 Block/Square: 0968 Unit: _____ Section: _____ Tax ID # 0968 0811
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: CAPITOL HILL
 _____ between Seller Nancy M. Austin Trust
 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>Doheny</u>	<u>A</u>	<u>\$1,450.00</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b. <u>Meyer</u>	<u>B</u>	<u>\$1,900.00</u>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c. <u>Correa</u>	<u>C</u>	<u>\$1,750.00</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).

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 10 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 9:00 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.

DocuSigned by:

 E6FFF08BCF744F6...
 Seller _____ Date _____ Buyer _____ Date _____
Nancy M. Austin Trust

 Seller _____ Date _____ Buyer _____ Date _____