



Inclusions/Exclusions Disclosure and/or Addendum
(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 240 M Street SW Washington, DC 20024

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

- ___ Security Cameras
- ___ Alarm System
- ___ 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)*
- _____
- _____

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.

 Seller Date Seller Date

ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: *(Completed only after presentation to the Buyer)*

The Contract of Sale dated 10/22/20 between Seller Christopher J LeMon,
 and Buyer _____,
 for the Property referenced above is hereby amended by the incorporation of this Addendum.

 Seller *(signed only after Buyer)* Date Buyer Date

 Seller *(signed 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: _____ To: _____

The seller(s) completing this disclosure have occupied the residence from: _____ To: _____

Property Address: **240 M Street SW Washington DC 20024**

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	<input type="checkbox"/> Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B)	
	Age of Roof: <input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> 15+ years <input type="checkbox"/> Unknown	
	Does the seller have actual knowledge of any current leaks or evidence of moisture from roof? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide comments:	
	Does the seller have actual knowledge of any existing fire retardant treated plywood? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable If yes, please provide comments:	
	Does the seller have actual knowledge of any structural defects in the foundation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please provide comments:	

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

B. Operating Condition of Property Systems

1. Heating System	<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 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 type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of System: <input 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 type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the seller have actual knowledge of any defects in the heating system? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Air Conditioning System	<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 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 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 type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter? <input type="checkbox"/> Yes <input 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 type="checkbox"/> No <input type="checkbox"/> Not applicable <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any problems or defects in the cooling system? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable <i>If yes, please provide comments:</i>

3. Plumbing System	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 type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input type="checkbox"/> Unknown
	Water Supply: <input type="checkbox"/> Public <input type="checkbox"/> Well
	Sewage Disposal Treatment: <input type="checkbox"/> Public <input type="checkbox"/> Septic tank <input type="checkbox"/> Cesspool <input type="checkbox"/> Onsite treatment
	Water Heater Fuel: <input 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? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No

4. Water System	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <i>If yes, please provide test results:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dewater.com/leadmap) as of August 2019) as a property with a lead water service line on the private property or in public space? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
	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 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 type="checkbox"/> Not applicable <i>If yes, please provide date(s) of replacement(s):</i>

5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <i>If yes, please provide test results:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
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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 type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Dishwasher | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Refrigerator | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Range hood/fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Microwave oven | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Garbage Disposal | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Sump Pump | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Trash compactor | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| TV antenna/controls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Central vacuum | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Ceiling fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Attic fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Sauna/Hot tub | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Pool heater & equip | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Security System | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Intercom System | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Garage door opener | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| & remote controls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Lawn sprinkler system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Water treatment system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Smoke Detectors | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Carbon Monoxide detectors | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |
| Other Fixtures or Appliances | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not applicable |

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

4. Other Issues	Does the seller have actual knowledge of any problem with drainage on the property? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Has the property been cited for a violation of any historic preservation law or regulation during your ownership? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the seller have actual knowledge that the property has received a vacant or blighted building exemption? <i>If yes, please state the type of exemption, and when the exemption will expire:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No

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.	
_____	_____
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



Condominium Seller Disclosure/Resale Addendum for the District of Columbia
(Recommended for the Listing Agreement and required for the GCAAR Contract)

Address 240 M Street SW
 City Washington, State DC Zip 20024 Lot: 2330
 Parking Space(s) # _____ Storage Unit(s) # _____ Subdivision/Project: _____

PART I - SELLER DISCLOSURE:

1. **CURRENT FEES AND ASSESSMENTS:** Fees and assessments as of the date hereof amount respectively to:
 - A. **Monthly Condominium Fee:** Potential Buyers are hereby advised that the present condominium fee for the subject unit and parking space or storage unit, if applicable, is \$ _____.
 - B. **Special Assessments:** No Yes (If yes, complete 1-4 below.)
 - 1) Reason for Assessment: _____
 - 2) Payment Schedule: \$ _____ per _____
 - 3) Number of payments remaining _____ as of _____ (Date)
 - 4) **Total Special Assessment balance remaining:** \$ _____
 - C. **Fee Includes:** The following are included in the condominium fee:

None Water Sewer Heat Electricity Gas Other _____
2. **PARKING AND STORAGE:** Parking Space(s) and Storage Unit(s) may be designated by the Association Documents as: 1) General Common Elements for general use (possibly subject to a lease or license agreement), 2) Limited Common Elements assigned for the exclusive use of a particular Unit, or 3) Conveyed by Deed. The following Parking and/or Storage Units convey with this property:

Parking Space #(s) _____ is is not separately taxed. If separately taxed:
 Lot _____ Square _____, Lot _____ Square _____

Storage Unit #(s) _____ is is not separately taxed. If separately taxed:
 Lot _____ Square _____, Lot _____ Square _____
3. **MANAGEMENT AGENT OR AUTHORIZED PERSON:** The management agent or person authorized by the Condominium to provide information to the public regarding the Condominium and the Development is as follows:
 Name: _____ Phone: _____
 Address: _____
4. **CONDOMINIUM INSTRUMENTS AND CERTIFICATE OF CONDOMINIUM BOARD (Condo Docs):** This disclosure involves the resale of a condominium unit by a unit owner (i.e., the Seller) other than the declarant. Seller agrees to obtain from the unit owner's association and deliver to a Buyer, on or prior to the tenth (10th) business day following the ratification date of a Contract by a Buyer, a copy of the condominium instruments (i.e., recorded declaration, bylaws, plats and plans and all exhibits, schedules, DC Condominium Bill of Rights and Responsibilities, certifications and amendments to any of same) and a certificate setting forth the following:
 - A. A statement, which need not be in recordable form, setting forth the amount of any unpaid assessments levied against the Unit;
 - B. If applicable, a statement, which need not be in recordable form, certifying to the Board's waiver of, or failure or refusal to exercise, any rights of first refusal or other restraints on free alienability of the Unit which may be contained in the Condominium instruments;
 - C. A statement of any capital expenditures approved by the unit owners' association within the current or succeeding 2 fiscal years;
 - D. A statement of the status and amount of any reserves for capital expenditures, contingencies; and improvements, and any portion of such reserves earmarked for any specified project by the Condominium Board;
 - E. A copy of the statement of financial condition for the unit owners' association for the most recent fiscal year for which such statement is available, and the current operating budget, if any;

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- F. A statement setting forth what insurance coverage is provided for all unit owners by the unit owners association and a statement whether such coverage includes public liability, loss or damage, or fire and extended coverage insurance with respect to the Unit and its contents;
- G. A statement that any improvements or alterations made to the Unit; or the limited common elements assigned thereto by the Seller are not in violation of the condominium instruments;
- H. A statement of the remaining term of any leasehold estate affecting the Condominium or the Unit and the provisions governing any extension or renewal thereof; and
- I. The date of issuance of the certificate.

 Seller Date Seller Date

PART II - RESALE ADDENDUM:

The Contract of Sale dated 10/22/20, between Seller Christopher J LeMon and Buyer _____ is

1. **TITLE:** Paragraph is amended to include the agreement of the Purchaser to take title subject to commonly acceptable easements, covenants, conditions and restrictions of record contained in Condominium instruments, and the right of other Unit owners in the Common Elements and the operation of the Condominium.
2. **PAYMENT OF FEES AND ASSESSMENTS :** Buyer agrees to pay such Monthly Fees and/or other Special Assessments as the Board of Directors or Association of the Condominium may from time to time assess against the Unit, Parking Space and Storage Unit (as applicable) for the payment of operating and maintenance or other proper charges. Regarding any existing or levied but not yet collected Special Assessments, Seller agrees to pay, at the time of Settlement, any Special Assessments as disclosed in the Current Fees and Assessments Paragraph unless otherwise agreed herein _____.
3. **CONDOMINIUM ASSOCIATION APPROVAL:** If this sale is subject to approval by or right of refusal of the Council Of Unit Owners or Board Of Directors of the Condominium, in the event such approval is denied or such right of first refusal is exercised by such Council or Board, this Contract shall be null and void and the Buyer's deposit shall be refunded without delay or deduction there from.
4. **ASSUMPTION OF CONDOMINIUM OBLIGATIONS:** Buyer hereby agrees to assume each and every obligation of, to be bound by and to comply with the covenants and conditions contained in the Condominium instruments including the Condominium Bylaws and with the Rules and Regulations of the Condominium, as well as statutory insurance requirements (D.C. Official Code § 42-1901.01 *et seq.*), from and after the date of settlement hereunder.
5. **RIGHT TO CANCEL:** Buyer shall have the right for a period of three (3) business days following Buyer's receipt of the condominium documents and statements referred to in the Condo Docs Paragraph to cancel this Contract by giving Notice thereof to Seller. In the event that such condominium documents and statements are delivered to Buyer on or prior to the ratification of this Contract by Buyer, such three (3) business day period shall commence upon ratification of this Contract. If the condominium documents and statements are not delivered to Buyer within the 10 business day time period referred to in the Condo Docs Paragraph, Buyer shall have the option to cancel this Contract by giving Notice thereof to Seller prior to receipt by Buyer of such condominium documents and statements. Pursuant to the provisions of this paragraph, in no event may the Buyer have the right to cancel this Contract after Settlement.

 Seller (sign only after Buyer) Date Buyer Date

 Seller (sign only after Buyer) Date Buyer Date

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LEAD-BASED PAINT DISCLOSURE FORM

FOR DC REAL ESTATE SALES



Purpose: Inform potential homebuyers of the presence of lead-based paint and related hazards at this property.

This form is required for properties built before 1978. This form must be used in addition to the Federal Lead Disclosure form because the DC Law provides additional protections for the purchaser.

- Housing built before 1978 is presumed to contain lead-based paint.
 - Lead from paint, paint chips, and dust may pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
 - Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.
 - Lead poisoning poses a particular risk to developing fetuses and pregnant women.
- DC Law requires the buyer to have this information **before** they decide to purchase the property.

Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER?

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-related legal actions taken against the property.

Property owners: keep the signed original of this form on record for at least 6 years from the date of the most recent signature, 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, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Parts 35 and 745. 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. <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	<ul style="list-style-type: none"> ▪ Complete Sections A and B. ▪ Provide a copy to the buyer.
The potential buyer	<ul style="list-style-type: none"> ▪ Carefully review Section B. ▪ Sign Section C.



SECTION A: PROPERTY OWNER'S SIGNATURE

Property Address:	Unit:	Washington, DC	ZIP:
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I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports.

Owner Name:	Signature:
-------------	------------

Owner Name:	Signature:
-------------	------------

SECTION B: INFORMATION ABOUT 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 lead-based paint inside or around the property, including common area(s)?

- Yes, in the following location(s): _____
For more space, attach a summary _____
- No; I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present.

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

- A notice of violation
- A notice of lead-based paint hazards
- An administrative order to eliminate lead-based paint hazards
- Other notices or orders related to lead-based paint. **Please list:** _____
- There are no pending actions related to lead-based paint at this property.

Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s), or other appurtenances)?

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

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

SECTION C: BUYER'S ACKNOWLEDGEMENT

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

- Yes
- No, I have already signed a purchase agreement.

I understand I have the right to ask the owner for any reports or documents about lead-based paint or lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances).

Name:	Signature:	Date:
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Name:	Signature:	Date:
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Inclusions/Exclusions Disclosure and/or Addendum
(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 240 M Street SW Washington, DC 20024

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

- Security Cameras
- Alarm System
- 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)
- _____
- _____

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.

Seller _____
Date 10/22/2020

Seller _____
Date 10/22/2020

ACKNOWLEDGEMENT AND INCORPORATION INTO CONTRACT: (Completed only after presentation to the Buyer)

The Contract of Sale dated 10/22/20 between Seller Christopher J LeMon, Rachel S Taylor and Buyer _____ for the Property referenced above is hereby amended by the incorporation of this Addendum.

Seller (signed only after Buyer) _____ Date _____

Buyer _____ Date _____

Seller (signed only after Buyer) _____ Date _____

Buyer _____ Date _____

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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: 07/2018 To: 10/2020

The seller(s) completing this disclosure have occupied the residence from: N/A To:

Property Address: **240 M Street SW Washington DC 20024**

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)

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:

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

1. Heating System	<input checked="" 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 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 type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of System:	<input 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 type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? If yes, please provide comments:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Does the seller have actual knowledge of any defects in the heating system? If yes, please provide comments:	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 type="checkbox"/> Not applicable If yes, please provide comments:		

2. Air Conditioning System	<input checked="" 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 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 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 type="checkbox"/> No <input type="checkbox"/> Unknown
	Does the heating system include an electronic air filter?	<input type="checkbox"/> Yes <input 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? If yes, please provide comments:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable
	Does the seller have actual knowledge of any problems or defects in the cooling system? If yes, please provide comments:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not applicable

3. Plumbing System	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 type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input checked="" 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 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? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Water System	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <i>If yes, please provide test results:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dcwater.com/leadmap) as of August 2019 as a property with a lead water service line on the private property or in public space? <i>If yes, please provide comments:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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>
5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <i>If yes, please provide test results:</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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 checked="" type="checkbox"/> No	<input type="checkbox"/> Not applicable
Garbage Disposal	<input checked="" type="checkbox"/> Yes	<input 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 type="checkbox"/> No	<input checked="" 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 type="checkbox"/> No	<input checked="" type="checkbox"/> Not applicable
Intercom System	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input 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 type="checkbox"/> No	<input checked="" 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:

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:

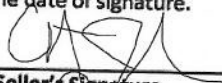

3. Wood destroying insects or rodents

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:

4. Other Issues	Does the seller have actual knowledge of any problem with drainage on the property? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	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? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Has the property been cited for a violation of any historic preservation law or regulation during your ownership? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge if a facade easement or a conservation easement has been placed on the property? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge that the property has received a vacant or blighted building exemption? <i>If yes, please state the type of exemption, and when the exemption will expire:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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.

	10/22/2020
Seller's Signature	Date
	10/22/2020
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



Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards SALES

For the sale of Property at: 240 M Street SW E702
Washington, DC 20024

I. SELLER REPRESENTS AND WARRANTS TO LONG & FOSTER, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (each Seller initial ONE of the following and state Year Constructed):

- Property (all portions) was constructed **after January 1, 1978**. (If initialed, complete section V only.)
 - Property (any portion) was constructed before January 1, 1978. (If initialed, complete all sections.)
 - Seller is unable to represent and warrant the age of the property. (If initialed, complete all sections.)
- Year Constructed: 1967

SELLER AGREES TO COMPLY WITH REQUIREMENTS OF THE FEDERAL RESIDENTIAL LEAD-BASED PAINT HAZARD REDUCTION ACT OF 1992.

Lead Warning Statement

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.

II. Seller's Disclosure (each Seller complete items 'a' and 'b' below)

a. Presence of lead-based paint and/or lead-based paint hazards (**initial** and complete (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)

(ii) 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 (**initial** and complete (i) or (ii) below):

(i) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

III. Purchaser's Acknowledgment (each Purchaser **initial** and complete items c, d, e and f below)

c. Purchaser has read the Lead Warning Statement above.

d. Purchaser has received copies of all information listed above. (If none listed, check here.)

e. Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

f. Purchaser has (each Purchaser **initial (i) or (ii) below**):

(i) 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.

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

IV. Agent's Acknowledgment (**initial** item 'g' below)

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.

V. Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller _____ Date _____

Purchaser _____ Date _____

Seller _____ Date _____

Purchaser _____ Date _____

Agent _____ Date _____

Agent _____ Date _____



LEAD-BASED PAINT DISCLOSURE FORM FOR DC REAL ESTATE SALES



Purpose: Inform potential homebuyers of the presence of lead-based paint and related hazards at this property.

This form is required for properties built before 1978. This form must be used in addition to the Federal Lead Disclosure form because the DC Law provides additional protections for the purchaser.

- Housing built before 1978 is presumed to contain lead-based paint.
- Lead from paint, paint chips, and dust may pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women.
- Lead poisoning in young children may produce permanent neurological damage, learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory.
- Lead poisoning poses a particular risk to developing fetuses and pregnant women. DC Law requires the buyer to have this information **before** they decide to purchase the property.

Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER?

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-related legal actions taken against the property.

Property owners: keep the signed original of this form on record for at least 6 years from the date of the most recent signature, 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, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Parts 35 and 745. 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. <http://bit.ly/federallead>

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ካፈልጉ 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	<ul style="list-style-type: none"> ▪ Complete Sections A and B. ▪ Provide a copy to the buyer.
The potential buyer	<ul style="list-style-type: none"> ▪ Carefully review Section B. ▪ Sign Section C.




SECTION A: PROPERTY OWNER'S SIGNATURE

Property Address: 240 M St SW Unit: E702 Washington, DC ZIP: 20024

I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports.

Owner Name: Christopher J Le Mon

Signature: 

Owner Name: Rachel S Taylor

Signature: 

SECTION B: INFORMATION ABOUT 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 lead-based paint inside or around the property, including common area(s)?

- Yes, in the following location(s): _____
For more space, attach a summary
- No; I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present.

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

- A notice of violation
- A notice of lead-based paint hazards
- An administrative order to eliminate lead-based paint hazards
- Other notices or orders related to lead-based paint. **Please list:** _____
- There are no pending actions related to lead-based paint at this property.

Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s), or other appurtenances)?

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

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

SECTION C: BUYER'S ACKNOWLEDGEMENT

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

- Yes No, I have already signed a purchase agreement.

I understand I have the right to ask the owner for any reports or documents about lead-based paint or lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances).

Name:	Signature:	Date:
Name:	Signature:	Date:

Affiliated Business Arrangement Disclosure Statement

Property: **240 M Street SW**
 To: **Christopher LeMon**

Washington, DC 20024
 From: **Ellen Sandler**
 Date: **10/22/20**

This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster"), also doing business as Virginia Properties, Evers & Company Real Estate, and Northrop Realty, and the settlement service providers listed in the table below are part of a family of companies (the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer to you the services of another. Each of the Affiliated Companies is indirectly owned, in whole or in part, by a common parent, HomeServices of America, Inc. ("HSOA"), a Berkshire Hathaway affiliate. The percentage of indirect ownership interest held by HSOA in each Affiliated Company is indicated in the table. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

While Long & Foster Insurance Agency, Inc. ("LFIA"), an Affiliated Company, does not have common ownership with Home Buyers Resale Warranty Corporation doing business as 2-10 Home Buyers Warranty ("2-10") or Cinch Home Services, Inc. ("Cinch Home Services"), it does advertise them for a fixed service fee.

Mid-States Title Insurance Agency, Inc. ("Mid-States"), a Long & Foster affiliate, has business relationships with the following unaffiliated closing attorneys, pursuant to which Mid-States advertises these firms for a fixed service fee: Crawford and Keller, PLLC; Baird Mandalas Brockstedt, LLC; and Giordano, DelCollo, Werb & Gagne, LLC.

AFFILIATED COMPANIES	
SECTION A: Settlement of Your Loan and / or Title Insurance	
Guaranty Title (NC) (d/b/a of Sage Title Group, LLC) (100%)	Infinity Settlements Agency (PA) (d/b/a of Sage Title Group, LLC) (100%)
Infinity Title Agency (NJ) (d/b/a of Sage Title Group, LLC) (100%)	RGS Property Closing Services (PA) (d/b/a of RGS Title LLC) (100%)
Sage Premier Settlements (PA, NJ, DE, MD) (d/b/a of Sage Title Group, LLC) (100%)	RGS Title LLC (VA, MD, DC, WV) (100%)
Sage Title Group, LLC (VA, MD, DC, WV) (100%)	Trident Land Transfer Company LP (PA, DE) (100%)
Bon Air/Long & Foster Title Agency LLC (VA) (50%)	Trident Land Transfer Company (NJ), LLC (NJ) (49%)
Attorneys Title Holdings, Incorporated (NC) (100%)	Premier Service Abstract, LLC (NJ) (49%)
SECTION B: Property / Hazard / Flood Insurance	
Long & Foster Insurance Agency, Inc. (100%)	Trident Insurance Agency Company (d/b/a of HomeServices Insurance, Inc.) (100%)
HomeServices Insurance, Inc. (100%)	HomeServices Insurance Northeast, LLC (50%)
SECTION C: Mortgage Services	
Prosperity Home Mortgage, LLC (100%)	Thoroughbred Mortgage (d/b/a of Silvermine Ventures LLC) (100%)
Silverton Mortgage (d/b/a of Vanderbilt Mortgage and Finance, Inc.) (100%)	Trident Mortgage Company LP (100%)
SECTION D: Real Estate Services	
Berkshire Hathaway HomeServices Fox & Roach, REALTORS® (PA, NJ, DE, MD) (d/b/a of Fox & Roach LP) (100%)	Berkshire Hathaway HomeServices Carolinas Realty, York Simpson Underwood Realty, Yost & Little Realty, and Pinehurst Realty Group (d/b/a of Preferred Carolinas Realty, Inc.) (NC, SC) (100%)
Houlihan Lawrence, Inc. (NY, CT) (100%)	

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
Providers listed in Section A above	Settlement Fees, including Document Preparation, Title Search & Exam Fees	\$0-\$2,000 Fees vary depending on transaction type and state
	Title Charges	See Title Insurance Chart below
Providers listed in Section B above	Homeowner's Insurance	\$300-\$10,000 plus per year; charges may vary based on coverage requested and other factors including multi-unit properties.
	Flood Insurance	Flood insurance is not included in this estimate but may be available for an additional fee and may be lender required.
Providers listed in Section C above	Loan Origination Fee	\$0-\$1,945; or up to 2.75% of the loan amount
	Appraisal	\$300-\$1,102 (may exceed for complex appraisal)
	Third Party Fees	\$9.75-\$310
Providers listed in Section D above	Real Estate Brokerage Services	3%-10% of the sales price plus up to \$1,200

¹ Northrop Realty is also a trade name for The Northrop Team, P.C. ("Northrop"), a separate realty company that operates under Long & Foster's real estate license. Northrop is not an "Affiliated Company" as that term is used in this Affiliated Business Arrangement Disclosure.

TITLE INSURANCE FOR AFFILIATES
ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER

STATE	SALES PRICE	PREMIUM FOR AFFILIATES
DE	First \$100,000 \$100,001 - \$1,000,000 \$1,000,001-\$5,000,000	\$4.60 per \$1,000 of coverage add \$3.90 per \$1,000 of coverage add \$3.25 per \$1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy (DE) is \$25. Lender required endorsements are \$50 each. Closing Protection Letter (CPL) per Lender Policy is \$125.
DC	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001-\$5,000,000	\$6.84 per \$1,000 of coverage add \$6.12 per \$1,000 of coverage add \$5.40 per \$1,000 of coverage add \$4.68 per \$1,000 of coverage Simultaneous issue of Lenders' Policy (DC) is \$150. Closing Protection Letter (CPL) per Lender Policy is \$50.
MD	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001- \$2,000,000	\$5.75 per \$1,000 of coverage add \$4.90 per \$1,000 of coverage add \$4.20 per \$1,000 of coverage add \$3.30 per \$1,000 of coverage Simultaneous issue of Lenders' Policy (MD) is \$150.
NJ	First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,000,000	\$5.25 per \$1,000 of coverage add \$4.25 per \$1,000 of coverage add \$2.75 per \$1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy is \$25. Lender required endorsements are \$25 each. Closing Service Letter per Lender Policy is \$75.
NC	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$2,000,000 \$2,000,001 - \$7,000,000	\$2.51 per \$1,000 of coverage add \$1.96 per \$1,000 of coverage add \$1.28 per \$1,000 of coverage add \$0.98 per \$1,000 of coverage Enhanced policy 120% of above rates. Simultaneous issue of Lenders' Policy is \$26. Closing Protection Letter is an additional 10% if lenders' policy issued. Premium for issuance of commitment is \$15. Lender required endorsements are \$20 each.
PA	First \$30,000 \$30,001 - \$45,000 \$45,001 - \$100,000 \$100,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001-\$2,000,000	\$569.00 flat fee add \$7.41 per \$1,000 of coverage add \$6.27 per \$1,000 of coverage add \$5.70 per \$1,000 of coverage add \$4.56 per \$1,000 of coverage add \$3.42 per \$1,000 of coverage Lender-required endorsements (PA) are \$50-\$500. Closing Protection Letter (CPL) per Lender Policy is \$125.
VA	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001 - \$2,000,000	\$4.68 per \$1,000 of coverage \$4.44 per \$1,000 of coverage \$4.08 per \$1,000 of coverage \$2.70 per \$1,000 of coverage Simultaneous issue of Lender's Policy (VA) is \$150. Closing Protection Letter (CPL) per Lender Policy is \$20.
WV	First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,500,000	\$4.68 per \$1,000 of coverage add \$4.08 per \$1,000 of coverage add \$3.60 per \$1,000 of coverage Enhanced policy is 120% of basic rates. Simultaneous issue of Lender's Policy is \$100. Title insurance commitment fee per policy will not exceed \$100.

CONTRACTED PROVIDERS		
PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
2-10 Home Buyers Warranty/ Cinch Home Services	Home Warranty	\$499 - \$1,620, depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit. I/we also understand that LFIA receives fixed fees for advertising, and related services performed for 2-10 Home Signature

Signature _____

(Date)

Signature _____

(Date)



CHRISTIE'S
INTERNATIONAL REAL ESTATE

SELLER HOME WARRANTY DISCLOSURE



Selling your Home with a Home Warranty

A Home Warranty is a residential service agreement that provides for the repair or replacement of a home's covered mechanical systems and major appliances that break down due to normal wear and tear. It can offer you protection while your home is for sale, and may make your home more attractive to potential buyers. A seller offering a Home Warranty may receive offers that otherwise would not have been made.

Having a Home Warranty in effect while the home is for sale may protect you against costly repairs, and may help to avoid conflicts over a malfunctioning warranted item that could affect or delay your settlement. Additionally, the warranty may be passed on to the buyer for a period of one year from the date of settlement, depending on the terms of the particular agreement.

Typical components a Home Warranty could cover (depending on warranty provider)

- Air Conditioning
- Door Bell Chimes
- Garbage Disposal
- Hot Water Heater
- Ceiling Fans
- Trash Compactor
- Central Vacuum
- Electrical Systems
- Garage Door Opener
- Microwave (built-in)
- Plumbing System
- Washer/Dryer
- Dishwasher (built-in)
- Faucets
- Heat
- Oven/Range
- Refrigerator
- Water Softener

Long & Foster encourages its sellers to obtain a Home Warranty and to that end, we can make available various brochures and product descriptions for you to review so that you can make an informed decision regarding Home Warranty coverage.

After having read the foregoing, we hereby acknowledge that a Long & Foster sales associate has made available to us certain information concerning Home Warranty Programs. We understand that we may choose to accept or decline any or all of the programs presented to us.

I am interested in Home Warranty coverage Decline Home Warranty

240 M Street SW
Washington, DC 20024

_____	_____
Seller	Date
_____	_____
Seller	Date
_____	_____
Seller	Date

* Ellen Sandler
(202) 364-1700

Mutual Agreement to Arbitrate Certain Disputes and to Waive Class Actions

The following provisions are hereby incorporated into the Listing Contract or Buyer Agency Contract (“Contract”) between Long & Foster Real Estate, Inc. (“Broker/Licensee”) and you (“You” or “Consumer”) (together, the “Parties”).

Agreement to Arbitrate and Claims Included and Excluded from Arbitration:

The Parties hereby mutually agree that, other than Excluded Claims, any and all claims, disputes or controversies between them that in any way arise from or relate to (i) the Contract, (ii) the real estate transaction relating to the Contract (the “Transaction”); and/or (iii) the services, advertising, disclosures, practices and procedures related to the Contract or the Transaction (collectively, a “Claim”) shall be submitted to arbitration. Arbitration shall be in lieu of commencing a lawsuit. BY AGREEING TO ARBITRATION, THE PARTIES EACH GIVE UP THEIR RIGHTS TO TRIAL BY ANY STATE OR FEDERAL COURT AND BY JURY, AND/OR TO FILING A COMPLAINT WITH ANY GOVERNMENTAL OR ADMINISTRATIVE AGENCY. The arbitration shall be administered by an arbitrator agreed to by the Parties or, in the absence of agreement, by the American Arbitration Association (“AAA”). “Excluded Claim” means the following:

- (A) any dispute about the validity, enforceability, coverage, or scope of this Agreement to Arbitrate Certain Disputes and to Waive Class Actions or any part thereof;
- (B) any individual dispute that Consumer brings against Broker/Licensee in small claims court or Consumer’s state’s equivalent court, so long as that claim is not transferred, removed or appealed to a different court (in which event such dispute becomes a “Claim” and Broker/ Licensee then has the right to demand arbitration); and
- (C) any dispute arising out of or relating to: (i) the presence of a material defect in the Property; (ii) alleged negligence, gross negligence, or breach of contract; or (iii) alleged misrepresentation, conspiracy, or breach of fiduciary duty, arising out of the facts which form the basis for any Excluded Claim described in the foregoing (C)(i-ii).

Excluded Claims do not include any arising under the Real Estate Settlement Procedures Act or any consumer fraud or consumer financial protection laws. Any Excluded Claim is for a court and not an arbitrator to decide.

Location and Costs of Arbitration:

Any in-person arbitration hearing must be at a venue reasonably convenient to Consumer. Broker/Licensee will pay any and all fees of AAA and/or the arbitrator, if and to the extent Consumer prevails in the arbitration or if Consumer makes a written request for Broker/Licensee to pay such fees and Consumer acts reasonably and in good faith. If Consumer brings a Claim against Broker/Licensee in arbitration or Broker/Licensee elects to require arbitration of a Claim Consumer brings, then Broker/Licensee will pay Consumer’s reasonable attorneys’ and experts’ fees if and to the extent Consumer prevails. Also, Broker/Licensee will bear any such fees if applicable law so requires. Regardless of the outcome of the arbitration, Broker/Licensee will not seek from Consumer reimbursement of any of the fees of the Administrator and arbitrator, or attorneys’ fees and expert costs, unless Broker/Licensee is permitted to recover such fees from Consumer under the Contract and applicable law.

Governing Law:

The Contract involves interstate commerce and is governed by the Federal Arbitration Act (“FAA”) and not by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator may award any remedy provided by the substantive law that would apply if the action were pending in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and individual injunctive, equitable, and declaratory relief. At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Arbitration Result and Right of Appeal:

Judgment upon the arbitrator’s award may be entered by any court having jurisdiction. The arbitrator’s decision is final and binding, except for any right of appeal provided by the FAA.

Prohibition against Certain Proceedings:

FOR CLAIMS SUBJECT TO ARBITRATION: (1) **CLASS ACTION WAIVER.** BOTH CONSUMER AND BROKER/LICENSEE HEREBY EACH UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS OR COLLECTIVE ACTION IN COURT OR IN A CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER, AND HEREBY UNCONDITIONALLY AGREE THAT ANY CLAIM WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS ONLY; (2) NEITHER CONSUMER NOR BROKER/LICENSEE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST CONSUMER OR BROKER/LICENSEE MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON (OTHER THAN NONSIGNATORY BROKER/LICENSEE AFFILIATES, AS SET FORTH BELOW); AND (4) THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION. THIS SUBSECTION DOES NOT APPLY TO ANY LAWSUIT OR ADMINISTRATIVE PROCEEDING FILED AGAINST BROKER/LICENSEE BY A STATE OR FEDERAL GOVERNMENT AGENCY EVEN WHEN SUCH AGENCY IS SEEKING RELIEF ON BEHALF OF A CLASS OF CONSUMERS, INCLUDING CONSUMER. THIS MEANS THAT BROKER/LICENSEE WILL NOT HAVE THE RIGHT TO COMPEL ARBITRATION OF A CLAIM BROUGHT BY SUCH AN AGENCY.

Non-Signatory Broker/Licensee Affiliates:

Non-signatory parent or other affiliated companies of Broker/Licensee shall have the benefit of electing to utilize this Agreement to Arbitrate Certain Disputes and to Waive Class Actions to the extent that a Claim is asserted against them (i.e., a Claim that arises from the Contract, the Transaction, and/or the services, advertising, disclosures, practices and procedures related to the Contract or the Transaction).

Severability:

If any portion of the aforementioned, other than the Class Action Waiver (provision (1) under Prohibition against Certain Proceedings), is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made that the Class Action Waiver is unenforceable, only this sentence of the Dispute Resolution Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

Signature Date

Agent Signature Date

Signature Date

Branch Manager Signature Date

Signature Date

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
Long & Foster Real Estate, Inc., may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate(s), Ellen Sandler, license(s) # BR31882 (DC) as the Designated
Susan Berger
 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
Long & Foster Real Estate, Inc., and the sales associate(s),
Ellen Sandler Susan Berger license(s)# BR31882 (DC) 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**

Signed _____ Date _____
 Signed _____ Date _____



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 Previous editions of this form should be destroyed.



GCAAR Form # 1001 – DC - Consent for Representation
 (formerly form #132)