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## DISCLOSURE PACKAGE

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257 15<sup>th</sup> St., SE Unit A

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## SELLER REQUIREMENTS

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**Please submit all offers, including offer summary, financials, and disclosures, in ONE PDF via email to [Tom@RealEstateInDC.com](mailto:Tom@RealEstateInDC.com).**

- Please include an Offer Summary Cover Page
- Lender's Pre-Approval Letter with Loan Officer's contact information
- Completed Financial Information Sheet for each Purchaser
- Copy of Earnest Money Deposit Check

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## SELLER PREFERENCES

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- Title Company: Logan Title
- Minimum EMD of 3% to be held by Title Company
- Settlement within 30 days of Contract Ratification
- NOTE: Any pre-offer inspections must be scheduled directly with The Team. Information gathered during inspections is solely for the reference of the potential buyer and their affiliated parties. It is not to be shared with the Seller or their Agent.

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## OUR TEAM

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### Agent Contact

Tom Faison  
[Tom@RealEstateInDC.com](mailto:Tom@RealEstateInDC.com)  
202.255.5554

Listing Agent MRIS ID: 9956  
Listing Agent License Number: AB101103

RE/MAX Allegiance  
Eastern Market | Georgetown | U Street



## 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 Aaron D Kirsch (Seller)  
 for the purchase of the real property located at  
 Address 257 15th St SE Apt A Unit# A  
 City Washington State DC Zip Code 20003-6608, Parking Space(s) # \_\_\_\_\_  
 Storage Unit # \_\_\_\_\_ with the legal description of Lot \_\_\_\_\_ Block/Square \_\_\_\_\_ Section \_\_\_\_\_  
 Subdivision/Project Name Capitol Hill Tax Account # 1060 2032  
 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.

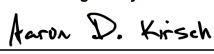
**4. CONDOMINIUM/CO-OPERATIVE/HOMEOWNERS ASSOCIATION:** Seller represents that this Property  is OR  is not subject to a condominium, co-operative or homeowners association. If applicable, the following required addendum is attached:

- 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](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>.

DocuSigned by:  
 4/30/2018  
 Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
 Aaron D Kirsch

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**PART II. RESALE ADDENDUM**

The Contract of Sale dated \_\_\_\_\_, between Seller Aaron D Kirsch, and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein, which shall supersede any provisions to the contrary in the Contract.

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

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

- A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.
- B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.
- C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: [http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov\\_20140909\\_110358.pdf](http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf). If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender. Buyer  is or  is not applying for the Tax Abatement Program.
- D. **First-Time Homebuyer Recordation Tax Credit:** Buyer  is or  is not a DC First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871>.)

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

|                 |               |                |               |
|-----------------|---------------|----------------|---------------|
| _____<br>Seller | _____<br>Date | _____<br>Buyer | _____<br>Date |
| _____<br>Seller | _____<br>Date | _____<br>Buyer | _____<br>Date |



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

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

**PROPERTY ADDRESS:** 257 15th St SE Apt A, Washington, DC 20003-6608

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

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

**SELLER'S DISCLOSURE:**

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

- Known lead-based paint and/or lead-based paint hazards** are present in the housing (explain):  
\_\_\_\_\_ **OR**
- Seller has **no knowledge of lead-based paint and/or lead-based paint hazards** in the housing.

(B) Records and reports available to the Seller:

- Seller **has provided Buyer with all available records** and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):  
\_\_\_\_\_ **OR**
- Seller has **no reports or records** pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**BUYER'S ACKNOWLEDGMENT:**

(Buyer to initial all lines as appropriate)

- (C) \_\_\_\_\_ / \_\_\_\_\_ Buyer has **read the Lead Warning Statement** above.
- (D) \_\_\_\_\_ / \_\_\_\_\_ Buyer has **read Paragraph B and acknowledges receipt of copies of any information** listed therein, if any.
- (E) \_\_\_\_\_ / \_\_\_\_\_ Buyer has **received the pamphlet Protect Your Family From Lead in Your Home** (required).
- (F) \_\_\_\_\_ / \_\_\_\_\_ Buyer has (check one below):
  - Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; **OR**
  - Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGMENT:** (Agent to initial)

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

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

DocuSigned by:  
Aaron D. Kirsch 4/25/2018  
Seller \_\_\_\_\_ Date  
AARON D KIRSCH

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

Seller \_\_\_\_\_ Date  
DocuSigned by:  
Tim Barley 4/27/2018  
Agent for Seller, if any \_\_\_\_\_ Date  
**Tim Barley // Tom Faison**

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

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



**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.

Tom Faison 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.