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## DISCLOSURE PACKAGE

1201 6<sup>th</sup> St, NE

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## SELLER REQUIREMENTS

**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

- 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



### 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



**Tenancy Addendum for District of Columbia (2 to 4 Rental Units)**  
*(Required for use with Form #1313 where any Tenancy exists)*

The Contract of Sale dated \_\_\_\_\_, Address 1201 6th St NE  
 City Washington, State DC Zip Code 20002-2287, Lot \_\_\_\_\_  
 Block/Square \_\_\_\_\_ Unit: \_\_\_\_\_ Section: \_\_\_\_\_ Tax ID #: 0855/N/0001  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_ Subdivision/Project Name \_\_\_\_\_  
 \_\_\_\_\_ between Seller Mario Velez  
 \_\_\_\_\_ and Buyer \_\_\_\_\_

is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

1. **TENANCY:** As provided in GCAAR Form #1313, District of Columbia Jurisdictional Disclosure and Addendum, the property is/was at the time the Seller decided to sell the Property subject to existing tenancy(ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached
A. <u>see attached lease</u>	_____	_____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. <u>see attached lease</u>	_____	_____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
C. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. _____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

2. **TENANT OPPORTUNITY TO PURCHASE ("TOPA"):**

Pursuant to Title IV of D.C. Law 3-86, "RENTAL HOUSING CONVERSION AND SALE ACT OF 1980" (hereinafter referred to as "TOPA") a Tenant is afforded an opportunity to purchase plus a 15 day right of first refusal for said Property. TOPA requires Seller to provide Tenants right to purchase Notices on the same day to all Tenant(s) and the Mayor c/o the District of Columbia Department of Housing and Community Development ("DHCD").

**Required TOPA Notice(s):**

In accordance with the provisions of TOPA and on the forms provided by DHCD, Seller (choose one):

HAS provided on \_\_\_\_\_ Date \_\_\_\_\_ to Tenant(s) and the Mayor a written Offer of Sale and Tenant

Opportunity to Purchase Without A Third Party Contract (Form B), a copy of which is attached hereto. Seller represents and agrees that within 5 Business Days after Ratification of this Contract, Seller will post the 15-day Right of First Refusal Notice (Form C) together with a copy of this Contract in a conspicuous place in the common areas of the housing accommodation, and Seller will send Form C with a copy of this Contract to the Tenant(s) and the Mayor by certified mail on the same day.

HAS NOT provided to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity to Purchase Without A Third Party Contract (Form B). Seller represents and agrees that, within 5 Business Days after Ratification of this Contract, Seller will post the Offer of Sale and Tenant Opportunity to Purchase With A Third Party Contract, which Notice also contains 15-day right of first refusal (Form A) together with a copy of this Contract in a conspicuous place in the common areas of the housing accommodation, and Seller will send Form A with a copy of this Contract to the Tenant(s) and the Mayor by certified mail on the same day.

3. **TOPA COMPLIANCE:**

To ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA, Seller agrees to contact Settlement Agent within 3 Business Days of Ratification to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA or to establish the necessary steps to be in compliance with such requirements (either of which shall constitute "TOPA Compliance").

Accomplishing TOPA Compliance requires Delivery to the Settlement Agent of specific documentation satisfactory to the title insurance underwriter, including, but not limited to the following:

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- A. Copies of required TOPA Notices and evidence of their Delivery in compliance with DC Code §42-3404 et seq. and
- B. Collectively completed and executed TOPA Affidavits and/or Assignments executed by all Tenants (as required by the title insurer), evidencing that all Tenants have elected to not exercise their right to purchase and their right of first refusal, and have not assigned said rights, or that they have assigned their TOPA rights to Seller or Buyer for consideration.

**4. BUYER'S RIGHT TO VOID:**

In the event that Seller has not accomplished TOPA Compliance, within \_\_\_\_\_ days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, Deliver Notice to Seller declaring this Contract Void. If Buyer Delivers such Notice, this Contract will become Void at 6:00 p.m. on the third day following Delivery of Buyer's Notice, unless prior to that date and time Seller has accomplished TOPA Compliance.

**5. GENERAL PROVISIONS:**


Seller shall keep Buyer and Agents apprised of all negotiations, correspondence, contracts and other developments with respect to negotiations with Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations. Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate such tenancy(ies). In addition, the Seller will not enter into any new leases or tenancies with respect to the Property.

**6. SETTLEMENT:**

Buyer and Seller acknowledge that Seller must accomplish TOPA Compliance prior to the Settlement Date. If Settlement does not occur on the Settlement Date due to Seller not having accomplished TOPA Compliance, and Seller is not in Default, then the Settlement Date shall automatically be extended to the date which is the third Business Day following the date Seller accomplishes TOPA Compliance unless otherwise agreed by Buyer and Seller. Buyer and Seller further agree that Buyer's obligation to complete Settlement  IS or  IS NOT (choose one) contingent upon Seller delivering the Property vacant and free of tenancies at Settlement.

**7. BUYER ACKNOWLEDGEMENT:**

Buyer acknowledges that as an owner of rental property in the District of Columbia there are a number of legal issues/requirements an owner should be aware of, including but not limited to: rental registration requirements, landlord/tenant rights and obligations, business license requirements, rent control, Tenant Opportunity to Purchase Act and Right of First Refusal, and the eviction process. Buyer is advised to consult the District of Columbia and/or obtain legal counsel regarding such matters.

 Seller Mario Velez	1/26/19 Date	Buyer  Date
Seller	Date	Buyer  Date



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

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

The Contract of Sale dated \_\_\_\_\_, between \_\_\_\_\_,  
 \_\_\_\_\_ (Buyer) and Mario Velez (Seller)  
 for the purchase of the real property located at Address 1201 6th St NE  
 Unit# \_\_\_\_\_ City Washington State DC Zip Code 20002-2287, Parking Space(s) #  
 \_\_\_\_\_ Storage Unit # \_\_\_\_\_ with the legal description of Lot \_\_\_\_\_ Block/Square \_\_\_\_\_  
 Section \_\_\_\_\_ Subdivision/Project Name \_\_\_\_\_ Tax Account # 0855/N/0001  
 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 \_\_\_\_\_

For further information, Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

**3. TENANCY:** Seller represents that property  is/was OR  is not/was not subject to an existing residential lease or tenancy at the time Seller decided to sell. District of Columbia broadly defines a tenant as "a tenant, subtenant, lessee, sublessee, or other person entitled to the possession, occupancy, or the benefits of any rental unit within a housing accommodation." If applicable, the following required Addendum shall be incorporated into the Contract.

- Tenancy Addendum for District of Columbia (Single-Family Accommodation)  
 Tenancy Addendum for District of Columbia (2 to 4 Rental Units)  
 Multi-Unit or Non-Residential Addendum

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

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

**5. UNDERGROUND STORAGE TANK DISCLOSURE: (Applicable to single family home sales only)**

In accordance with the requirements of the District of Columbia Underground Storage Tank Management Act of 1990 [D.C. Code §8-113.02(g)], as amended by the District of Columbia Underground Storage Tank Management Act of 1990 Amendment Act of 1992 (the "Act") and the regulations adopted thereunder by the District of Columbia (the "Regulations"), Seller hereby informs Buyer that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tanks as that term is defined in the Act and the Regulations, except as follows: \_\_\_\_\_

**6. PROPERTY TAXES:** Future property taxes may change. To determine the applicable rate, see [https://www.taxpayerservicecenter.com/RP\\_Search.jsp?search\\_type=Assessment](https://www.taxpayerservicecenter.com/RP_Search.jsp?search_type=Assessment). Additional information regarding property tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

DocuSigned by:

Mario Velez

1/31/2019

Seller Mario Velez

Date

Seller

Date

Mario Velez

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**PART II. RESALE ADDENDUM**

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

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

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

Unless otherwise negotiated, the following will apply:

A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.

B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.

C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: [http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov\\_20140909\\_110358.pdf](http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf). If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

Buyer  is OR  is not applying for the Tax Abatement Program.

D. **First-Time Homebuyer Recordation Tax Credit:** Buyer  is OR  is not a District of Columbia First-Time Homebuyer and may be eligible for a reduced recordation tax. It is the Buyer's responsibility to confirm their eligibility (See <https://otr.cfo.dc.gov/node/1272871> ).

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

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

\_\_\_\_\_  
Seller Date Buyer 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:** 1201 6th St NE, Washington, DC 20002-2287

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) 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: Mario Velez 1/31/2019  
Seller \_\_\_\_\_ Date \_\_\_\_\_  
Mario Velez

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

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

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

DocuSigned by: Tim Barley 2/1/2019  
Agent for Seller, if any \_\_\_\_\_ Date \_\_\_\_\_  
Tim Barley

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



# DC Lead Disclosure Form

*Information about Lead-Based Paint in this Property*

**Purpose:** Inform potential renters and homebuyers of the presence of lead-based paint and related hazards in the property they are considering.

**Housing built before 1978 may contain lead-based paint.** Lead from paint, paint chips, and dust can be a health hazard, especially for young children and pregnant women. Owners or managers of these properties must provide information about lead-based paint in the property that they want to rent or sell. DC requires the renter or buyer to have this information **before** they decide to rent or purchase the property.

**This form does not replace the Federal Lead Disclosure form.** DC law provides additional protections for the renter or purchaser. A DC Lead Disclosure form is not required for properties built in 1978 or later.

## Are you a POTENTIAL TENANT or BUYER?

*Review this page carefully before following instructions on page two.*

## Are you a PROPERTY OWNER or MANAGER?

*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-based paint related legal actions taken against the property.

**Property owners and managers: keep the signed original of this form on record for at least 6 years,** 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," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <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.



DC Department of Energy & Environment | 202.535.2600 | [doee.dc.gov/lead](http://doee.dc.gov/lead)

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RE/MAX Allegiance, 220 Seventh Street SE Washington DC 20003

Phone: (202)255-5554

Fax:

Thomas Faison

1201 6Th St NE,

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)

**If you are:****You need to:**

The property owner or manager

- Complete Sections A and B.
- Provide a copy to the tenant/buyer.

The potential tenant or buyer

- Carefully review Section B.
- Sign Section C.

**SECTION A: Property Owner/Manager's Signature**Property Address: **1201 6th St NE**

Unit:

Washington, DC

ZIP: **20002-2287**

I am the (*check one*)  owner  manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.

Owner/Manager Name: **Mario Velez**

Signature:

DocuSigned by:

*Mario Velez*

63AC0740458C4D3...

**SECTION B: Information About the 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 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*

- Yes, a notice of violation  
 Yes, a notice of lead-based paint hazards  
 Yes, an administrative order to eliminate lead-based paint hazards  
 Yes, other notices or orders related to lead-based paint. Please list:  
 No

**Are there any reports or documents about lead-based paint or hazards in or around this property?**

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

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

**SECTION C: Tenant/Buyer's Acknowledgement**

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

Yes  No, I have already signed a lease or purchase agreement.

**I understand I have the right to ask the owner or manager for any reports or documents about lead-based paint or hazards in or around this property.**

Name:

Signature:

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.