

# COMPASS

## INFORMATION REQUESTED FOR MAKING AN OFFER

**Owner:** Elana & Morgan Stair  
**Address:** 434 Randolph Street NW, Washington, DC 20011  
**Tax ID#:** 3236//0808

**Disclosures:**

Jurisdictional Disclosure and Addendum  
Seller Disclosure Statement  
Inclusions/Exclusions Attachment  
Lead Paint/Federal Disclosure  
DDOE Lead Disclosure  
Disclosure of Brokerage Relationship

*Financing:* Please include a full approval letter from a reputable lender, GCAAR Financial Information Worksheet, and a copy of the Earnest Money Deposit Check.

*Preferred Lender:* Jonathan Okun, Prosperity Mortgage. 443-610-8371, application at [www.jonathanokun.com](http://www.jonathanokun.com). No lender fees charged if used.

*Contract:* Please use the GCAAR Sales Contract for offers.

*Settlement Company:* KVS Law Group will provide a \$500 Buyer Credit at Settlement

**Please register your offer by calling Casey Aboulafia at the number listed below.**

**Broker Info:**

Compass Real Estate  
1506 19<sup>th</sup> Street NW, #1  
Washington DC 20036  
Phone: 202.491.1275  
Broker License: CO98375134(DC)  
Broker Code: COMPS1

**Agent Info:**

Casey Aboulafia  
Cell: 703.624.4657  
Email: [casey@homeswithcasey.com](mailto:casey@homeswithcasey.com)  
Agent License: SP98360832 (DC)  
MRIS ID: 96742



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 Elana Stair, Morgan Stair (Seller) for the purchase of the real property located at Address 434 RANDOLPH ST NW City Washington State DC Zip Code 20011, Parking Space(s) # garage Storage Unit # with the legal description of Lot 808 Block/Square 3236 Section Subdivision/Project Name Petworth Tax Account # 3236//0808 is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in this Contract.

PART I. SELLER DISCLOSURE - AT TIME OF LISTING:

The information contained in this Disclosure was completed by Seller, is based on the Seller's actual knowledge and belief, and is current as of the date hereof.

1. SELLER DISCLOSURE: Pursuant to D.C. Code §42-1301, Seller is exempt from property condition disclosure. Yes No

2. DC SOIL DISCLOSURE REQUIREMENTS: The characteristic of the soil on the Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia at the back of that publication is Urban Land Sassafras Chillum For further information, Buyer can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

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

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

Seller signatures and dates: April 4, 2016 and 4/9/16

**PART II. RESALE ADDENDUM**

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

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

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

Unless otherwise negotiated, the following will apply:

- A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.
- B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.
- C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: <http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov.20140909.110358.pdf>. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit 1.1% of Sales Price (normally paid to the District of Columbia as Seller's Transfer Tax) to Buyer to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

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

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

Seller	Date	Buyer	Date
Seller	Date	Buyer	Date

**SELLER'S DISCLOSURE STATEMENT**  
**Instructions to the Seller for Seller's Disclosure Statement**

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, not the broker and not the management company, condominium association, cooperative association or homeowners association.
2. **In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** 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, and,
  - (b) the transactions 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.

**However, the Act does not apply to:**

- (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 combinations 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.

3. **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.

4. **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.

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

GCAAR Form #919 – DC Seller's Disclosure

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Revised October 2011

Dupont Office, 1506 19th Street NW, Suite 1 Washington, DC 20036

Phone: 703-624-4657

Fax: 202.319.1786

Casey Aboulafia

Elana and Morgan

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

**SELLER'S DISCLOSURE STATEMENT**  
**Instructions to the Seller for Seller's Disclosure Statement**

**5. 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 that the right to rescind terminates on submission of the application); or
- (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.

**6. 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.

**7. 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

434 RANDOLPH ST NW

Property Address: Washington, DC 20011

Is the property included in a:

- condominium association?  Yes  No
- cooperative?  Yes  No
- homeowners association with mandatory participation and fee?  
 Yes  No

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.

**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 statement have owned the property from 04/12/2012 to \_\_\_\_\_.

The seller(s) completing this disclosure have occupied the residence from 04/12/2012 to \_\_\_\_\_.

**A. Structural Conditions**

1. Roof  roof is a common element maintained by condominium or cooperative (no further roof disclosure required).

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, comments: We repaired the roof in winter 2013/2014.

Does the seller have actual knowledge of any existing fire retardant treated plywood?

Yes  No If yes, 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, comments: \_\_\_\_\_

Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced?

Yes  No  No chimneys or flues

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

This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

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, comments: We had exterior pipes replaced in 2015 to prevent them from bursts  
Does the seller have actual knowledge of any structural defects in the foundation?

Yes  No

If yes, comments: \_\_\_\_\_

4. **Walls and floors**

Does the seller have actual knowledge of any structural defects in walls or floors?

Yes  No

If yes, comments: \_\_\_\_\_

5. **Insulation**

Does the seller have actual knowledge of presence of urea formaldehyde foam insulation?

Yes  No

If yes, comments: \_\_\_\_\_

6. **Windows**

Does the seller have actual knowledge of any windows not in normal working order?

Yes  No

If yes, comments: \_\_\_\_\_

**B. Operating Condition of Property Systems**

1. **Heating System**  heating system is a common element maintained by condominium or cooperative (no further disclosure on heating system required).

Type of system  Forced Air  Radiator  Heat Pump

Electric baseboard  Other

Heating Fuel  Natural Gas  Electric  Oil  Other

Age of system  0-5 years  5-10 years  10-15 years  Unknown

Does the seller have actual knowledge that heat is not supplied to any finished rooms?

Yes  No

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any defects in the heating system?

Yes  No

If yes, comments: \_\_\_\_\_

Does the heating system include:

Humidifier  Yes  No  Unknown

Electronic air filter  Yes  No  Unknown

If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter?

Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

2. **Air Conditioning System**  air conditioning is a common element maintained by condominium or cooperative (no further disclosure on air conditioning system required).

Type of system:  Central AC  Heat Pump  Window/wall units

Other  Not Applicable

Air Conditioning Fuel  Natural Gas  Electric  Oil  Other

Age of system  0-5 years  5-10 years  10-15 years  Unknown

If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms?  Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any problems or defects in the cooling system?

Yes  No  Not Applicable

If yes, comments: \_\_\_\_\_

### 3. Plumbing System

Type of system  Copper  Galvanized  Plastic Polybutelene  Unknown

Water Supply  Public  Well

Sewage Disposal  Public  Well

Water Heater Fuel  Natural Gas  Electric  Oil  Other

Does the seller have actual knowledge of any defects with the plumbing system?

Yes  No

If yes, comments: \_\_\_\_\_

### 4. Electrical System

Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring?

Yes  No

If yes, comments: \_\_\_\_\_

## C. Appliances

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

Range/Oven  Yes  No  Not Applicable

Dishwasher  Yes  No  Not Applicable

Refrigerator  Yes  No  Not Applicable

Range hood/fan  Yes  No  Not Applicable

Microwave oven  Yes  No  Not Applicable

Garbage Disposal  Yes  No  Not Applicable

Sump Pump  Yes  No  Not Applicable

Trash compactor  Yes  No  Not Applicable

TV antenna/controls  Yes  No  Not Applicable

Central vacuum  Yes  No  Not Applicable

Ceiling fan  Yes  No  Not Applicable

Attic fan  Yes  No  Not Applicable

Sauna/Hot tub  Yes  No  Not Applicable

Pool heater & equip.  Yes  No  Not Applicable

Security System  Yes  No  Not Applicable

Intercom System  Yes  No  Not Applicable

Garage door opener  Yes  No  Not Applicable

& remote controls  Yes  No  Not Applicable

Lawn sprinkler system  Yes  No  Not Applicable

Water treatment system  Yes  No  Not Applicable

Smoke Detectors  Yes  No  Not Applicable

Carbon Monoxide Detectors  Yes  No  Not Applicable

Other Fixtures  Yes  No  Not Applicable

Or Appliances  Yes  No  Not Applicable

If yes to any of the above, describe 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, 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, comments: \_\_\_\_\_

### 3. Wood destroying insects or rodents?

Does the seller have actual knowledge of any infestation or treatment for infestations?

Yes  No

If yes, comments: \_\_\_\_\_

Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation?

Yes  No

If yes, comments: \_\_\_\_\_

### 4. 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?

Yes  No

If yes, comments: \_\_\_\_\_

### 5. 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?

Yes  No

If yes, comments: \_\_\_\_\_

### 6. 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?

Yes  No

If yes, comments: \_\_\_\_\_

### 7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?

Yes  No

If yes, comments: \_\_\_\_\_

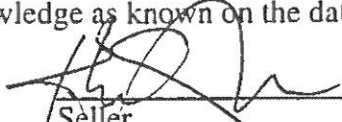
This is the required Seller's Disclosure Statement approved by the Washington, DC Board of Real Estate.

8. Does the seller have actual knowledge if a façade easement or a conservation easement has been placed on the property?

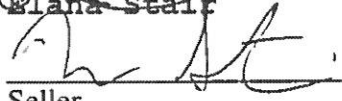
Yes  No

If yes, comments: \_\_\_\_\_

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  
~~Elana Stair~~

April 4, 16  
Date

  
\_\_\_\_\_  
Seller  
Morgan Stair

4/9/16  
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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

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

Property Address: 434 RANDOLPH ST NW, Washington, DC 20011

### PART I. INCLUSIONS/EXCLUSIONS DISCLOSURE

**Personal Property and Fixtures:** The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke and heat detectors, TV antennas, exterior trees and shrubs. If more than one of an item conveys, the number of items is noted. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT** convey. The items marked **YES** below convey.

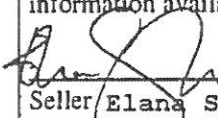
Yes	No	#	Items	Yes	No	#	Items	Yes	No	#	Items
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Alarm System	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Freezer (separate)	<input type="checkbox"/>	<input type="checkbox"/>		Satellite Dish
<input checked="" type="checkbox"/>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

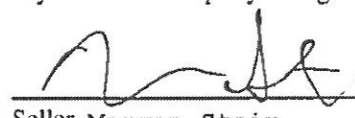
**OTHER**

**LEASED ITEMS**

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

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

 April 4, 2016  
 Seller Elana Stair Date

 4/4/16  
 Seller Morgan Stair Date

### PART II. INCLUSIONS/EXCLUSIONS ADDENDUM

The Contract of Sale dated \_\_\_\_\_ between Seller Elana Stair, Morgan Stair and Buyer \_\_\_\_\_ is hereby amended by the incorporation of Parts I and II herein.

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

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

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## INSTRUCTIONS FOR LEAD DISCLOSURE IN THE DISTRICT OF COLUMBIA

This disclosure form is intended to satisfy Federal disclosure requirements under 42 U.S.C. 4852d, as well as the District of Columbia's locally required disclosure requirements under D.C. Official Code § 8-231.01 and § 8-231.04. Under both Federal and District law, lead disclosure must occur before a tenant or purchaser of a pre-1978 residential property is obligated to lease or buy the property.

**NOTE:** There are some important differences between the Federal disclosure requirements and the District's disclosure requirements. Not all of these differences can be reconciled in the District's Lead Disclosure Form. Accordingly, it is vitally important that you read these instructions carefully, so that you remain in compliance with both Federal and District law pertaining to lead disclosure.

### I. WHAT THE DISTRICT'S LEAD DISCLOSURE FORM PROVIDES

The District's Lead Disclosure Form provides:

- The Lead Warning Statement that Federal law requires;
- Notice that any lead-related records or reports must be made available to the prospective tenant or purchaser, as required by both Federal and District law;
- Room for the owner to list relevant details about the location of any known lead-based paint;
- Room for the owner to list relevant details about the location of lead-based paint hazards that the owner reasonably should know about; and
- Room for the owner to list any pending actions related to the property that have been ordered by a District agency.

### II. KEY DIFFERENCES BETWEEN THE DISTRICT LAW AND FEDERAL LAW

- The District's lead law's definition of a "lead-based paint hazard" is different from the Federal definition of the same term. The District's definition of the term includes additional conditions that constitute a lead-based paint hazard, meaning it is stricter than the Federal definition. **Owners who use the District's Lead Disclosure Form to meet the District's requirement for disclosure must use the District law's definition of "lead-based paint hazard" when completing the form.** To help owners complete the form correctly, that definition is included on the form itself, as is the District's definition of the term "presumed lead-based paint," another key term to understand when completing the form. *Illustration: If an owner knows that there is peeling paint on their pre-1978 residential property, that paint is presumed by District law to be*

*lead-based paint, and because the paint is in deteriorated condition, it is a lead-based paint hazard under District law and must be listed as such on the District's Lead Disclosure Form.*

- District law requires the owner to disclose information related to the property about the presence of lead-based paint, lead-based paint hazards, and any pending actions ordered by a District agency, whenever such information is “reasonably known to the owner.” In contrast, Federal law only requires information about the presence of “known” lead-based paint and/or lead-based paint hazards to be disclosed. In other words, the District’s requirements are stricter than the Federal requirements, regarding what the owner must disclose. **To satisfy District law, an owner must not only disclose what they actually know about the presence of lead-based paint and/or lead-based paint hazards on their property, but they must also disclose what it is reasonable for them to know about such presence.** *Illustration: If an owner has not given his or her pre-1978 property a new coat of paint in the past twenty years, it is reasonable for the owner to know that the paint is no longer in intact condition. Therefore, the owner must disclose that lead-based paint hazards are present on the interior and/or the exterior of the property, in the form of deteriorated presumed lead-based paint.*
- The Federal disclosure requirements apply to “target housing,” a smaller category of housing than District law applies to. “Target housing” is a term that means pre-1978 residential properties, but that excludes “housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling [which are dwellings in which the living area is not separated from the sleeping area, such as efficiencies, studio apartments, dormitories, military barracks, and rentals of individual rooms in residential dwellings].” In contrast, the District’s disclosure requirements apply to pre-1978 “dwelling units,” which is a term that means “a room or a group of rooms that form a single independent habitable unit for permanent occupation by one or more individuals, that has living facilities with permanent provisions for living, sleeping, eating, and sanitation.”

The District has the same exception as the Federal exception, with respect to housing for the elderly or designated exclusively for persons with disabilities that does not contain a child under 6 years of age, and the following additional 3 exceptions: “[1] A unit within a hotel, motel, or seasonal or transient facility, unless such unit is or will be occupied by a person at risk for a period exceeding 30 days; [2] an area within the dwelling unit that is secured and accessible only to authorized personnel; [and 3] an unoccupied dwelling unit that is to be demolished, provided that the dwelling unit will remain unoccupied until demolition.” Note that the Federal exception for “0-bedroom dwelling” is not an exception under District law. **Key point: if you are submitting the District’s Lead Disclosure Form with the intent to satisfy both Federal and District disclosure requirements, an initial exemption from the requirement of submitting the form in cases involving pre-1978 residential housing is the one having to do with housing designated for the elderly or for the disabled.**

- Both Federal and District law require the owner to submit a completed Lead Disclosure Form prior to the purchaser or tenant being obligated under a contract to purchase or lease the dwelling unit. However, **Federal law and District law have different exceptions that apply, in addition**

**to the above-mentioned initial exemption, and they can also exempt the owner from having to submit a completed disclosure form:**

**Exceptions under Federal law**

- ✓ Sales of pre-1978 residential housing at foreclosure;
- ✓ Leases of pre-1978 residential housing that have been found to be lead-based paint free by a certified lead inspector;
- ✓ Short-term leases of 100 days or less, where no lease renewal or extension can occur; and
- ✓ Renewals of existing leases in pre-1978 residential housing in which the lessor has previously disclosed all information required by the Federal disclosure requirements related to the presence of known lead-based paint and/or lead-based paint hazards.

**Exceptions under District law**

- ✓ When the owner has a report from a risk assessor or an inspector certifying that a dwelling unit is a lead-free unit, the owner may provide that report instead of a completed disclosure form; and
- ✓ When the owner has three clearance reports issued at least twelve months apart and within the previous seven years, and the property was not and is not subject to any housing code violations that occurred during the past five years or any that are outstanding, the owner may provide those clearance reports instead of a completed disclosure form.

If one of the above exception scenarios exists, the owner must make sure the exception applies to the disclosure situation. For example, if District law requires that the Lead Disclosure Form be completed and submitted, an owner cannot use one of the exceptions provided by Federal law to avoid submitting the completed form. Conversely, an owner who is required by Federal law to disclose the known presence of lead-based paint and/or lead-based paint hazards cannot use an exception created by District law to avoid submitting the federally required information.

- If an owner learns of the presence of lead-based paint in a dwelling unit, District law requires the owner to:
  - ✓ Notify the tenant of the presence of lead-based paint within 10 days after discovering its presence; and
  - ✓ Provide the tenant with (1) the Federal Lead Warning Statement that is currently printed at the top of the District's Lead Disclosure Form, and with (2) the lead hazard information pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001). However, if the tenant has already received the Warning Statement and the pamphlet within the prior 12 month period, then the owner does not have to provide them again during this same time period.

### III. ADDITIONAL DISCLOSURE REQUIREMENTS UNDER FEDERAL LAW

Providing the Lead Disclosure Form does not conclude an owner's obligations under related Federal law. Federal law requires that the following additional disclosure-related requirements also be met:

- The seller or lessor must provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet, such as the EPA pamphlet entitled *Protect Your Family From Lead in Your Home* (EPA-747-K-94-001).
- The seller or lessor must disclose information about the presence of any known lead-based paint and/or lead-based paint hazards, as well as the existence of any available records or reports pertaining to such presence, not just to the purchaser or lessee, but also to each agent involved in the process. The term "agent" is defined as "any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing [except for] purchasers or any purchaser's representative who receives all compensation from the purchaser."
- The Federal disclosure law requires owners to give prospective purchasers and tenants a 10-day opportunity to conduct a risk assessment or inspection to determine whether lead-based paint and/or lead-based paint hazards are present, prior to a purchase and sale agreement or a lease being executed. Owners of residential property in the District of Columbia must also follow this additional requirement imposed by Federal law.
- The Federal disclosure law requires lessors to provide lessees with available records or reports pertaining to lead-based paint and/or lead-based paint hazards, but permits owners to submit report summaries under certain circumstances.<sup>1</sup> Lengthy court documents and construction documents may be excerpted, provided that all information regarding lead-based paint and lead-based paint hazards is included along with sufficient background information, so that the context of the excerpt is clear. For paint inspection and risk assessment reports, EPA and HUD have determined that lessors may provide lessees with a summary of all paint inspection and risk assessment reports, provided that the summary is prepared by a certified paint inspector or risk assessor. Where information about specific units is inconsistent with the conclusions as a whole, this information must be included along with the summary of general conclusions. In situations where documents are excerpted or summarized, they must be accompanied by a list of all complete records and reports available to the lessee. If the lessor chooses to provide excerpts or summaries and document lists in lieu of complete copies, the lessor must provide the lessee with the opportunity to review the complete documents in a central location on the premises, if feasible, and the opportunity to receive copies of any documents not provided, upon request, and at no cost to the lessee.
- The Federal disclosure law requires owners to attach its required disclosure materials, including the Federal Lead Warning Statement, to the sales or leasing contract before a purchaser or lessee is obligated under a contract to purchase or lease pre-1978 residential housing. District law does not require that this information be attached to sales or leasing contracts, only that it be provided before the buyer or renter is obligated. But whenever Federal law is more stringent than local

law, Federal law applies, and therefore owners of residential property in the District of Columbia who want to submit only one disclosure form to satisfy both Federal and District requirements must follow the additional requirement imposed by Federal law, of attaching the Lead Disclosure Form to the sales or leasing contract.

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<sup>1</sup> Interpretative Guidance for the Real Estate Community on the Requirements for Disclosure of Information Concerning Lead-based Paint in Housing, August 20, 1996, page 6, answer to question 13.



# LEAD DISCLOSURE FORM

**Federal Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**ADDRESS OF PROPERTY, INCLUDING UNIT NUMBER IF ANY:**

**434 RANDOLPH ST NW  
Washington, DC 20011**

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The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 *et seq.*, requires an owner of a residential property constructed before 1978 to disclose the information contained in this Lead Disclosure Form to prospective tenants or prospective property purchasers, before any change in occupancy or contract for possession is executed. Owners are required to disclose specific information which they know or reasonably should know about the property related to the presence of lead-based paint and/or lead-based paint hazards, and any pending actions ordered under the Act. To meet the requirements of this law, you must complete this Lead Disclosure Form.

I am the owner or authorized owner's agent of *(Insert Full Address of Property)*

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and affirm that the following answers state what I reasonably know about my property.

**CHECK ONE BOX UNDER A, B, AND C, BELOW.**

**A. Check one of the following 3 statements that accurately describes what you know about the presence of lead-based paint on your property:**

Lead-based paint is known or reasonably known to be present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and **provide access to any available record or report** about the presence of lead-based paint at this property):

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To my knowledge, lead-based paint is not known or reasonably known to be present on the interior or on the exterior of the property, including common areas. I will provide access to any record or report I have about the absence of lead-based paint at this property.

While lead-based paint is not known by me to be present in the dwelling unit, it is presumed to be there, because the dwelling unit was constructed prior to 1978. *(the house was completely renovated in 2012 at which point, we think all lead-based paint was removed)*

**B. Check one of the following 2 statements that accurately describes what you know or reasonably should know about the condition of your property:**

**NOTE: The following definitions must be followed to comply with District law.**

**DISTRICT OF COLUMBIA DEFINITION OF LEAD-BASED PAINT HAZARD:** "Lead-based paint hazard" means any condition that causes exposure to lead from lead- contaminated dust, lead-contaminated soil, deteriorated lead-based paint or presumed lead-based paint, or lead-based paint or presumed lead-based paint that is disturbed without containment. See D.C. Official Code § 8-231.01(22).

**DEFINITION OF PRESUMED LEAD-BASED PAINT:** "Presumed lead-based paint" means paint or other surface coating affixed to a component in or on a dwelling unit or child-occupied facility, constructed prior to 1978. See D.C. Official Code § 8-231.01(32).

I have reason to believe a lead-based paint hazard is present on the interior or on the exterior of the property (including common areas, if applicable), at the following locations (specify components, rooms, and any other relevant details, and provide access to any available record or report about the presence of lead-based paint hazards at this property):

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To my knowledge, lead-based paint hazards are not present nor likely to be present on the interior or on the exterior of the property, including common areas, if applicable. I will provide access to any record or report I have about the absence of lead-based paint hazards at this property.

**C. Check one of the following 2 statements that accurately describes whether any government action is currently pending, with respect to your property or unit:**

There are currently no pending actions ordered by a District Government agency with respect to the property listed above.

There are currently pending actions that have been ordered by a District Government agency with respect to this property, as follows:

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By my signature below, I agree that this Lead Disclosure Form states information about my property or unit listed above, which is reasonably known to me, and that I have answered the questions in this form truthfully. I also agree to comply with the Act's requirement that I provide this information to my prospective tenants, as well as to any prospective purchasers, before they are under any contract to purchase or lease a dwelling unit. I understand that falsification of any information provided or required in this document may subject me to civil or criminal penalties. D.C. Official Code § 8-231.15(b) and § 8-231.16(b).

Elana & Morgan Stair  
NAME OF OWNER / OWNER'S AUTHORIZED AGENT

April 4, 2016  
DATE



**GOVERNMENT OF THE  
DISTRICT OF COLUMBIA**



# ACKNOWLEDGEMENT FORM

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards and/or Pending Government Actions

### ADDRESS OF PROPERTY, INCLUDING UNIT # IF ANY:

434 RANDOLPH ST NW  
Washington, DC 20011

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### Lessee's Acknowledgement

- I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): \_\_\_\_\_ .
- I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): \_\_\_\_\_ .

\_\_\_\_\_  
Lessee's Signature

\_\_\_\_\_  
Date

### Prospective Purchaser's Acknowledgement

- I confirm that I have received a completed Lead Disclosure Form for the property address specified above, and that I received it on (insert date): \_\_\_\_\_ .
- I confirm that I have received the pamphlet, *Protect Your Family From Lead in Your Home*, and that I received it on (insert date): \_\_\_\_\_ .

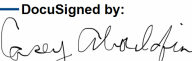

\_\_\_\_\_  
Prospective Purchaser's Signature

\_\_\_\_\_  
Date

### Agent's Acknowledgement

- I have informed the property owner of the property owner's obligations under 42 U.S.C. 4852d, and I am aware of my responsibility to ensure compliance.

DocuSigned by:

\_\_\_\_\_  
Agent's Signature

Casey Aboulafia

4/11/2016 | 10:30 PM ET

\_\_\_\_\_  
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:** 434 RANDOLPH ST NW, Washington, DC 20011

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) Ca 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.

Doc Signed by	Date	Buyer	Date
<u>Elana Leventhal Stair</u> Seller	4/13/2016   2:04 PM ET		
<u>Morgan Stair</u> Seller	4/14/2016   2:48 PM ET		
<u>Casey Aboulafia</u> Agent for Seller, if any	4/11/2016   10:30 PM ET		
		Agent for Buyer, if any	



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

## Disclosure of Brokerage Relationship District of Columbia

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

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

\_\_\_\_\_ and \_\_\_\_\_  
 (Licensee & License #) (Brokerage Firm)

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

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

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

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

\_\_\_\_\_  
 Acknowledged Date April 4, 2016

\_\_\_\_\_  
 Acknowledged Date 4/9/16

Name of Person(s): \_\_\_\_\_  
 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.



**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.

Casey C Aboulafia - SP98360832 and Compass Real Estate  
 (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): \_\_\_\_\_  
 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.