



GCAAR Sales Contract

TIME IS OF THE ESSENCE AS TO ALL TERMS OF THIS CONTRACT.

The SALES CONTRACT ("Contract") is made on 07/11/2024 ("Date of Offer")
 between Isabel Maria De Prado Gairaud Jose Manuel Ortiz Benitez ("Buyer")
 and Thomas Winfield Scott Revocable Trust and the Mary Lusby Scott Revocable Trust ("Seller") who,
 among other things, hereby confirm and acknowledge by their initials and signatures herein that by prior disclosure in this real
 estate transaction Demers Real Estate, Inc. ("Listing Company")
 represents Seller, and Long & Foster Real Estate, Inc. ("Selling Company")
 represents **Buyer** OR **Seller**. The Listing Company and Selling Company are collectively referred to as "Broker."
 (If Broker is acting as a dual representative for both Seller and Buyer, then the appropriate disclosure form is attached to and
 made a part of this Contract.) In consideration of the mutual promises and covenants set forth below, and other good and valuable
 consideration the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. REAL PROPERTY: Buyer will buy and Seller will sell for the sales price ("Sales Price"), Seller's entire interest in the real property (with
 all improvements, rights and appurtenances) described as follows ("Property"):

Street Address 6424 7TH ST
 Unit # _____ City WASHINGTON State DC Zip Code 20012
 Condominium/Cooperative Project Name _____
 Parking Space(s) # _____ Storage Unit(s) # _____
 Legal Description: Lot(s) _____ Block/Square _____ Section _____
 Subdivision BRIGHTWOOD Tax Account # _____

2. JURISDICTIONAL ADDENDUM: The following Jurisdictional Addendum, if ratified and attached, is made a part of this Contract.

Jurisdictional Addendum for **District of Columbia** **Montgomery County, MD**

3. PRICE AND FINANCING: (All percentages refer to percent of Sales Price.)

A. Down Payment _____ **20 %**

B. Financing

1. First Trust (if applicable) _____ **80 %**
 2. Second Trust (if applicable) _____ **0 %**
 3. Seller Held Trust _____ **0 %**
 (if applicable, addendum attached)

TOTAL FINANCING XXXXXXXXXXXX **475,000.00** **80 %**
SALES PRICE XXXXXXXXXXXX **\$ 480,000.00** **\$ 460,000.00**

C. First Deed of Trust Purchaser will **Obtain** OR **Assume** a **Fixed** OR an **Adjustable** rate First Deed of
 Trust loan of the following type:

Conventional See Addendum Attached **This Contract is not contingent on Financing.**
 FHA See Addendum Attached **Other:** _____
 VA See Addendum Attached

D. Second Deed of Trust Purchaser will **Obtain** OR **Assume** a **Fixed** OR an **Adjustable** rate Second Deed of
 Trust loan.

E. Assumption Assumption fee, if any, and all charges related to the assumption will be paid by the Buyer. If Buyer assumes Seller's
 loan(s): (i) Buyer and Seller will OR will not obtain a release of Seller's liability to the financial institution or U.S.
 Government for the repayment of the loan by Settlement, (ii) Buyer and Seller will OR will not obtain substitution of Seller's
 VA entitlement by Settlement. Balances of any assumed loans, secondary financing and cash down payments are approximate.

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Initials: Seller kl / Buyer JD / JO

4. **DEPOSIT:** Buyer's deposit ("Deposit") in the amount of 10,000.00 shall be held by Long And Foster ("Escrow Agent"). Buyer has delivered OR will deliver the Deposit within _____ days after Date of Ratification ("Deposit Deadline") (If the Property is in Maryland and Broker is the Escrow Agent, the Deposit must be delivered to Escrow Agent within 3 days of the Date of Ratification.) Should Buyer fail to deliver Deposit to Escrow Agent by the Deposit Deadline, as provided herein, Buyer will be in Default and Seller may, at Sellers option, Deliver Notice to Buyer declaring this Contract Void. Upon Delivery to Buyer of Seller Notice to Void Contract, all respective rights and obligations of the Parties arising under this Contract will terminate. Following Deposit Deadline, but prior to Seller Delivery of Notice to Void, Buyer may cure Default by Delivering the Deposit to Escrow Agent, upon which all terms and conditions of this Contract will remain in full force and effect.

The Deposit will be placed in an escrow account of the Escrow Agent after Date of Ratification in conformance with the laws and regulations of the appropriate jurisdiction and/or, if VA financing applies, as required by Title 38 of the U.S. Code. This account may be interest bearing and all parties waive any claim to interest resulting from the Deposit. The Deposit will be held in escrow until: (i) credited toward the Sales Price at Settlement; (ii) all parties have agreed in writing as to its disposition; (iii) a court of competent jurisdiction orders disbursement and all appeal periods have expired; or, (iv) disposed of in any other manner authorized by the laws and regulations of the appropriate jurisdiction. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct.

5. **FUNDS DUE AT SETTLEMENT:** The balance of the funds due at Settlement from Buyer and/or Seller will be paid on or before the Settlement Date. Buyer and/or Seller shall verify with Settlement Agent how funds due at Settlement are to be paid. An assignment of funds shall not be used without prior written consent of all parties to the transaction.

6. **SETTLEMENT:** Seller and Buyer will perform in accordance with the terms of this Contract ("Settlement") on 10/15/2024 ("Settlement Date") except as otherwise provided in this Contract. Buyer selects Harvest Title & Escrow LLC ("Settlement Agent") to conduct the Settlement. Buyer agrees to contact the Settlement Agent within 10 Days after the Date of Ratification to schedule Settlement and to place a title order.

7. **PROPERTY MAINTENANCE AND CONDITION:** Except as otherwise specified herein, Seller will deliver the Property at Settlement vacant, free and clear of trash and debris, broom clean and in substantially the same physical condition to be determined as of **Date of Offer** OR **Date of home inspection** OR **Other:** _____. Failure to select an option in the preceding sentence shall be deemed an agreement to select the Date of Offer option. Seller will have all utilities in service through Settlement or as otherwise agreed. Seller will have smoke detectors and carbon monoxide detectors installed and operational prior to Settlement in accordance with the requirements of the jurisdiction in which the Property is located. Buyer and Seller will not hold Broker liable for any breach of this paragraph. Buyer acknowledges, subject to Seller acceptance, that this Contract may be contingent upon home inspection(s) and/or other inspections to ascertain the physical condition of the Property. If Buyer desires one or more inspection contingencies, such contingencies must be included in an addendum to this Contract.

This Contract is contingent upon home inspection(s) and/or other inspections. (Addendum Attached)

OR

Buyer declines the opportunity to make Contract contingent upon home inspection(s) and/or other inspections.

Buyer acknowledges that except as otherwise specified in this Contract, the Property, including electrical, plumbing, existing appliances, heating, air conditioning, equipment and fixtures shall convey in its **AS-IS CONDITION** as of the date specified above. Buyer further acknowledges that neither Brokers and/or their agents nor subagents are responsible for Property defects.

8. **ACCESS TO PROPERTY:** Seller will provide Broker, Buyer, inspectors representing Buyer and representatives of lending institutions for Appraisal purposes reasonable access to the Property to comply with this Contract. In addition, Buyer and/or Buyer's representative will have the right to make a final inspection within 5 days prior to Settlement and/or occupancy, unless otherwise agreed to by Buyer and Seller.

9. **INCLUSIONS/EXCLUSIONS:** The Property includes the personal property and fixtures as defined and identified in the attached Inclusions/Exclusions Disclosure and Addendum.

10. **HOME WARRANTY:** Yes OR No

Home warranty policy paid for and provided at Settlement by: **Buyer** OR **Seller**
Cost not to exceed \$ _____ . Warranty provider to be _____ .

11. **BUYER'S REPRESENTATIONS :** Buyer will OR will not occupy the Property as Buyer's principal residence. Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property. The Selling Company is OR is not authorized to disclose to the Listing Company, Seller and any lender the appropriate financial or credit information statement provided to the Selling Company by Buyer. Buyer acknowledges that Seller is relying upon all of Buyer's representations, including without limitation, the accuracy of financial or credit information given to Seller, Broker or the Lender by Buyer.

12. **WOOD-DESTROYING INSECT INSPECTION:** Buyer at Buyer's expense may choose to obtain a wood-destroying insect ("WDI") inspection of the Property by a licensed pest control firm. If Buyer elects to do so, Buyer will furnish to Seller a written report from the licensed pest control firm showing that all dwelling(s) and/or garage(s) within the Property are free of visible evidence of any live WDI, and free from visible WDI damage. Any treatment for live WDI and/or repairs for WDI damage recommended in the licensed pest control firm's report will be made at Seller's expense. Said treatment shall be completed by a licensed pest control firm and said repairs shall be completed by a contractor licensed in the appropriate jurisdiction. Seller will provide written evidence of such treatment and/or repair prior to Settlement which shall satisfy the requirements of this Paragraph.

13. **LEAD-BASED PAINT REGULATIONS:** Federal law requires sellers of properties built before 1978 to provide buyers with the required federal disclosure regarding lead paint (GCAAR form "Lead Paint--Federal Disclosure") and the EPA pamphlet "Protect Your Family from Lead in Your Home". In addition, for District of Columbia properties built before 1978, sellers are required to provide buyers the District of Columbia Lead Disclosure (GCAAR form "Lead Paint-- DC Disclosure") and for Maryland properties built before 1978, sellers are required to provide buyers the Maryland Lead Disclosure (GCAAR form "Maryland Lead Poisoning Prevention Program Disclosure"). A seller who fails to provide the required local and federal lead-based paint forms, including the EPA pamphlet, may be liable under the law for three times the amount of damages and may be subject to both civil and criminal penalties. Seller and any agent involved in the transaction are required to retain a copy of the completed lead-based paint disclosure forms for a period of six (6) years following the date of Settlement. If the dwelling(s) was built prior to 1978 or if the building date is uncertain and the Property is not exempt from the Residential Federal Lead-Based Paint Hazard Reduction Act of 1992, this Contract is voidable by Buyer until Buyer acknowledges receipt of the required federal lead- based paint form, including the EPA pamphlet, and DC Lead Disclosure or Maryland Lead Disclosure if applicable, and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such right. Until said acknowledgement occurs, Buyer retains the right to unconditionally, and without risk of loss of Deposit or other adverse effects, declare Contract void. Seller and Buyer acknowledge by their respective initials below that they have read and understand the provisions of this Paragraph.

Seller's Initials ku / _____

Buyer's Initials JC / JD

Completed Lead-Based Paint forms are attached.



No

N/A

In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of lead-based paint per room for interior projects, more than 20 square feet of lead-based paint for any exterior project, or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work, contractor(s) must comply with all requirements of the RRP. A seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a seller who personally performs Covered Work on a seller's principal residence. However, seller has the ultimate responsibility for the safety of seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>. The Seller and Buyer acknowledge that they have read and understand the provisions of this section.

Seller's Initials ku / _____

Buyer's Initials JC / JD

14. **FINANCING APPLICATION:** If this Contract is contingent on financing, Buyer will make written application for the Specified Financing and any Lender required property insurance no later than 7 days after the Date of Ratification. Buyer grants permission for the Selling Company and the Lender to disclose to the Listing Company and Seller general information about the progress of the loan application and loan approval process. If Buyer fails to settle except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply. Seller agrees to comply with reasonable Lender requirements except as otherwise provided in the LENDER REQUIRED REPAIRS paragraph of the applicable financing contingency addendum.

15. **DAMAGE OR LOSS:** The risk of damage or loss to the Property by fire, act of God, or other casualty remains with Seller until the execution and delivery of the Deed of conveyance to Buyer at Settlement.

16. **TITLE:** The title report and survey if required, will be ordered pursuant to the terms in the Settlement Paragraph. If such report and survey are not available on the Settlement Date, and were ordered as required, Settlement may be delayed for up to 10 Business Days to obtain the title report and survey after which date this Contract, at the option of Seller, may be declared void, and the Deposit will be refunded in full to Buyer. Fee simple title to the Property, and everything that conveys with it, will be sold free of liens, except for any loans assumed by Buyer. Title is to be good of record, marketable, and insurable by a licensed title insurance company with no additional risk premium. Title will be subject to easements, covenants, conditions and restrictions of record in existence as of Date of Ratification ("Required Condition"). If, as determined by the Settlement Agent, title is not in the Required Condition by the Settlement Date, said date shall automatically be extended by 30 days ("Extended Settlement Date"), and Seller shall promptly take all action necessary to place title in the Required Condition prior thereto at Seller's expense. If title is not in the Required Condition by the Extended Settlement Date, then Buyer may Deliver Notice to Seller declaring this Contract void.

Broker or any agents, subagents or employees of Broker, and Settlement Agent are not advising the parties as to certain issues, including without limitation: land use; lot size and exact location; and possible restrictions of the use of the Property due to restrictive covenants, easements, zoning, subdivision, or environmental laws. Broker or any agents, subagents or employees of Broker, and Settlement Agent are hereby expressly released from all liability for damages by reason of any defect in the title.

The manner of taking title may have significant legal and tax consequences. Buyer is advised to seek the appropriate professional advice concerning the manner of taking title. Seller will convey the Property by Special Warranty Deed or by Personal Representative's Deed in the event Seller is a decedent's estate. Seller will sign such affidavits, lien waivers, tax certifications, and other documents as may be required by the Lender, title insurance company, Settlement Agent, or government authority, and authorizes the Settlement Agent to obtain payoff or assumption information from any existing lenders.

Unless otherwise agreed to in writing, Seller will pay any governmental special assessments and will comply with all orders or notices of violations of any county or local authority, condominium unit owners' association, and/or homeowners' association or actions in any court on account thereof, against or affecting the Property on the Settlement Date. The parties authorize and direct the Settlement Agent to provide a copy of the Combined Settlement Statement to Seller, Buyer, Listing Company, Selling Company, Homeowner/Condominium Association, Relocation Company and/or any third-party payees reflected on the Settlement Statement.

The parties acknowledge that, under certain circumstances, when a property is substantially renovated or modified or its usage is changed, a Certificate of Occupancy or a Final Inspection Certification may be required prior to use and occupancy of the property. Additional information on these requirements can be obtained at <https://code.dccouncil.us/dc/council/code/sections/6-641.09.html> for properties located in the District of Columbia and at https://codelibrary.amlegal.com/codes/montgomerycounty/latest/montgomeryco_md/0-0-0-3515#JD_8-28 for properties located in Montgomery County, MD. In the event a local authority requires the issuance of a Certificate of Occupancy or a Final Inspection Certificate, the Seller agrees to provide evidence thereof.

17. **POSSESSION DATE:** Unless otherwise agreed to in writing between Seller and Buyer, Seller will give possession of the Property at Settlement, including delivery of keys, fobs, and codes, if any. If Seller fails to do so and occupies the Property beyond Settlement, Seller will be a tenant at sufferance of Buyer and hereby expressly waives all notice to quit as provided by law. Buyer will have the right to proceed by any legal means available to obtain possession of the Property. Seller will pay any damages and costs incurred by Buyer including reasonable Legal Expenses.

18. **FEES:** Fees for the preparation of the Deed, that portion of the Settlement Agent's fee billed to Seller, costs of releasing existing encumbrances, Seller's legal fees and any other proper charges assessed to Seller will be paid by Seller. Fees for the title exam (except as otherwise provided), survey, recording (including those for any purchase money trusts) and that portion of the Settlement Agent's fee billed to Buyer, Buyer's legal fees and any other proper charges assessed to Buyer will be paid by Buyer. Fees to be charged will be reasonable and customary for the jurisdiction in which the Property is located. (Recording and Transfer Taxes are covered in the appropriate jurisdictional addendum.)

19. **BROKER'S FEE:** Seller irrevocably instructs the Settlement Agent to pay the Broker compensation ("Broker's Fee") at Settlement as set forth in the listing agreement and to disburse the Broker's Fee offered by the Listing Company to the Selling Company as set forth in the multiple listing service as of the Date of Offer, and any remaining amount of the Broker's Fee to the Listing Company.

20. **ADJUSTMENTS:** Proratable charges, including but not limited to, rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium/cooperative unit owners' association and/or homeowners' association regular periodic assessments, are to be adjusted to the Settlement Date. Any heating or cooking fuels remaining in supply tank(s) at Settlement will become the property of Buyer. Taxes are to be adjusted according to the information provided by the collector of taxes. If a loan is assumed, interest will be adjusted to the Settlement Date and Buyer will reimburse Seller for any existing escrow accounts.

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21. **DISPUTES:** In the event of any dispute between Seller and Broker and/or Buyer and Broker resulting in Broker or any agents, subagents or employees of Broker being made a party to such dispute, including but not limited to, any litigation, arbitration, or complaint and claim before the applicable Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Seller and Buyer, jointly and severally, agree to indemnify and hold Broker and any agents, subagents and employees of Broker harmless from any liability, loss, cost, damage or expense (including but not limited to, filing fees, service of process fees, transcript fees and Legal Expenses), resulting therefrom, provided that such dispute does not result in a judgment or decision against Broker, Broker's agents, subagents or employees for acting improperly.

22. **LEGAL EXPENSES:**

- A. In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable Legal Expenses from the other party as determined by the Court or arbitrator.
- B. In the event a dispute arises resulting in Broker (as used in this paragraph to include any agent, subagent or employee of Broker) and/or Settlement Agent being made a party to any litigation by Buyer or by Seller, the parties agree that the party who brought Broker and/or Settlement Agent into litigation shall indemnify Broker and/or Settlement Agent for all reasonable Legal Expenses incurred, unless the litigation results in a judgment against Broker and/or Settlement Agent.

23. **PERFORMANCE:** Delivery of the required funds and executed documents to the Settlement Agent will constitute sufficient tender of performance. Funds from this transaction at Settlement may be used to pay off any existing liens and encumbrances, including interest, as required by lender(s) or lienholders.

24. **SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default through Settlement. All violations of requirements noted or issued by any governmental authority, or actions in any court on account thereof, against or affecting the Property at Settlement, shall be complied with by Seller and the Property conveyed free thereof.

25. **DEFAULT: Buyer and Seller agree to perform at Settlement in accordance with the terms of this Contract and acknowledge that failure to do so constitutes a breach hereof.** If Buyer fails to complete Settlement for any reason other than Default by Seller, at the option of Seller, the Deposit may be forfeited as liquidated damages (not as a penalty) in which event Buyer will be relieved from further liability to Seller. If Seller does not elect to accept the Deposit as liquidated damages, the Deposit may not be the limit of Buyer's liability in the event of a Default. If the Deposit is forfeited, or if there is an award of damages by a court or a compromise agreement between Seller and Buyer, Broker may accept and Seller agrees to pay Broker one-half of the Deposit in lieu of the Broker's Fee, (provided Broker's share of any forfeited Deposit will not exceed the amount due under the listing agreement).

If Seller fails to perform or comply with any of the terms and conditions of this Contract or fails to complete Settlement for any reason other than Default by Buyer, Buyer will have the right to pursue all legal or equitable remedies, including specific performance and/or damages.

If either Seller or Buyer refuses to execute a release of Deposit ("Release") when requested to do so in writing and a court finds that such party should have executed the Release, the party who so refused to execute the Release will pay the expenses, including without limitation, reasonable Legal Expenses, incurred by the other party in the litigation. Seller and Buyer agree that Escrow Agent will have no liability to any party on account of disbursement of the Deposit or on account of failure to disburse the Deposit, except in the event of the Escrow Agent's gross negligence or willful misconduct. The parties further agree that the Escrow Agent will not be liable for the failure of any depository in which the Deposit is placed and that Seller and Buyer each will indemnify, defend and save harmless the Escrow Agent from any loss or expense arising out of the holding, disbursement or failure to disburse the Deposit, except in the case of the Escrow Agent's gross negligence or willful misconduct.

If either Buyer or Seller is in Default, then in addition to all other damages, the defaulting party will immediately pay the Broker's Fee in full, as well as the costs incurred for the title examination, Appraisal, and survey.

26. **DISCLOSURES TO THE PARTIES: Buyer and Seller should carefully read this Contract to be sure that the terms accurately express their respective understanding as to their intentions and agreements. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract. Further, Brokers or any agents, subagents or employees of Broker, and Settlement Agent do not assume any responsibility for the performance of this Contract by any or all parties hereto. Broker can counsel on real estate matters, but if legal advice is desired by either party, such party is advised to seek legal counsel. Buyer and Seller are further advised to seek appropriate professional advice concerning the condition of the Property or tax and insurance matters.** The following provisions disclose some matters which the parties may investigate further. These disclosures are not intended to create a contingency. Any contingency must be specified by adding appropriate terms to this Contract. The parties acknowledge the disclosures contained herein and that Broker or any agents, subagents or employees of Broker, and Settlement Agent make no representations nor assume any responsibility with respect to the following:

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- A. **PROPERTY CONDITION:** Various inspection services and home warranty insurance programs are available. Broker is not advising the parties as to certain other issues, including without limitation: condition of real or personal property, water quality and quantity (including but not limited to, lead and other contaminants); sewer or On-Site Sewage Disposal System ("Septic"); public utilities; soil condition; flood hazard areas; airport or aircraft noise; roads or highways; and construction materials and/or hazardous materials, including without limitation, flame-retardant treated plywood (FRT), radon, urea formaldehyde foam insulation (UFFI), mold, polybutylene pipes, synthetic stucco (EIFS), underground storage tanks, defective Chinese drywall, asbestos and lead-based paint. Information relating to these issues may be available from appropriate government authorities.
 - B. **LEGAL REQUIREMENTS:** All contracts for the sale of real property must be in writing to be enforceable. Upon ratification and Delivery, this Contract becomes a legally binding agreement. Any changes to this Contract must be made in writing, agreed to by all parties to the Contract, and Delivered to all parties for such changes to be enforceable.
 - C. **FINANCING:** Mortgage rates and associated charges vary with financial institutions and the marketplace. Buyer has the opportunity to select the lender and the right to negotiate terms and conditions of the financing subject to the terms of this Contract.
 - D. **BROKER:** Buyer and Seller acknowledge that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, mold or air quality expert, home inspector or other professional service provider. Broker may from time to time engage in the general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services. Therefore, in addition to the Broker's Fee specified herein, Broker may receive compensation related to other services provided in the course of this transaction pursuant to the terms of a separate agreement/disclosure
 - E. **PROPERTY TAXES:** Buyer is advised that the property tax bill could substantially increase following Settlement. For more information on property taxes, contact the appropriate taxing authority in the jurisdiction where the Property is located.
 - F. **PROPERTY INSURANCE:** Obtaining property insurance is typically a requirement of the lender in order to secure financing. Insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy as well as the number and nature of claims made by a prospective buyer. Property insurance has become difficult to secure in some cases. Seller should consult an insurance professional regarding maintaining and/or terminating insurance coverage.
 - G. **TITLE INSURANCE:** Buyer may, at Buyer's expense, purchase owner's title insurance. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by the extent of its coverage. Buyer may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Buyer's Lender(s), if any, and Settlement Agent, Buyer and Seller require that enhanced rates be quoted. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
27. **ASSIGNABILITY:** This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until Settlement.
28. **FOREIGN INVESTMENT TAXES – FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a buyer of a residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) or the purchase price is less than or equal to Three Hundred Thousand Dollars (\$300,000.00) and the property will not be owner occupied, and (b) seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations). In the event Seller is a foreign person (as described above), the Seller will be subject to the withholding provisions of FIRPTA. If Seller is not a foreign person, Seller agrees to execute an affidavit to this effect at Settlement.
29. **DEFINITIONS:**
- A. "Appraisal" means a written appraised valuation of the Property.
 - B. "Day(s)" or "day(s)" means calendar day(s) unless otherwise specified in this Contract.
 - C. "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
 - D. For the purpose of computing time periods, the first Day will be the Day following Delivery and the time period will end at 6 p.m. (Eastern Time) on the Day specified.
 - E. If the Settlement Date falls on a Saturday, Sunday, or legal holiday, then the Settlement will be on the prior Business Day.
 - F. "Date of Ratification" This Contract shall be deemed ratified when the Contract, all addenda and any modifications thereto have been signed and initialed, where required, by all parties, and Delivered to the other party pursuant to the Notices paragraph.
 - G. The masculine includes the feminine and the singular includes the plural. "Buyer" means "Purchaser" and vice versa.
 - H. "Legal Expenses" means attorney fees, court costs, and litigation expenses, if any, including but not limited to, expert witness fees and court reporter fees.
 - I. "Specified Financing" means the financing as set forth in the financing addendum attached hereto.
30. **NOTICES AND DELIVERY:** "Notice" means a unilateral communication from one party to another. All Notices required under this Contract will be in writing. Notices to Seller shall be effective when Delivered to Seller or Seller's Agent named in the Contract or that Agent's supervising manager. Notices to Buyer shall be effective when Delivered to Buyer or Buyer's Agent named in the Contract or that Agent's supervising manager.

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"Delivery" means sent by wired or electronic medium which produces a tangible record of the transmission (such as fax or e-mail which includes an attachment with an actual copy of the executed instruments being transmitted), hand carried, sent by overnight delivery service or U.S. Postal mailing. In the event of overnight delivery service, Delivery will be deemed to have been made on the next Business Day following the sending, unless earlier receipt is acknowledged in writing. In the event of U.S. Postal mailing, Delivery will be deemed to have been made on the third Business Day following the mailing, unless earlier receipt is acknowledged in writing.

Resale packages may be Delivered by Seller or Seller's Agent through an electronic link provided by the management association. For the purposes of Delivery of resale packages for Condominiums, Cooperatives and/or Homeowner's Associations as may be required in a separate addendum, Delivery may be made to Buyer or Buyer's Agent named in the Contract or to that Agent's supervising manager.

- 31. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which is deemed to be an original, and all of which together constitute one and the same instrument. Documents obtained via fax or as a PDF attachment to an email will also be considered as originals. Typewritten or handwritten provisions included in this Contract will supersede all pre-printed provisions that are in conflict.
- 32. **VOID CONTRACT:** If this Contract becomes void and of no further force and effect, without Default by either party, both parties will immediately execute a Release directing that the Deposit be refunded in full to Buyer according to the terms of the DEPOSIT paragraph.
- 33. **ENTIRE AGREEMENT:** This Contract will be binding upon the parties and each of their respective heirs, executors, administrators, successors and permitted assigns. The provisions not satisfied at Settlement will survive the delivery of the Deed and will not be merged therein. This Contract, unless amended in writing, contains the final and entire agreement of the parties and the parties will not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. The interpretation of this Contract will be governed by the laws of the jurisdiction where the Property is located.

Signed by: Kimberly Yates 8/14/2024
 Seller Date
 06AC37AEF56E41D...

Seller Date

Authentisign *Isabel Maria De Prado Gairaud* 07/12/2024
 7/12/2024 9:03:07 AM EDT
 Buyer
Jose Manuel Ortiz Benitez 07/11/2024
 7/11/2024 1:34:09 PM EDT
 Buyer Date

For informational purposes only: **Date of Ratification (see DEFINITIONS)**

Seller's Address Buyer's Address

Seller's Email Address Buyer's Email Address

Seller's Telephone Number Buyer's Telephone Number

Listing Company's Name and Address: Selling Company's Name and Address:

Long & Foster Real Estate, Inc.
7373 Wisconsin Avenue, Suite 1700
Bethesda MD 20814

Office # **(202) 232-0950**
 Agent Name _____
 Agent Cell # jwilson@demersre.com
 Agent Email Address _____
 Agent License # and Jurisdiction _____
 Broker License # and Jurisdiction _____
 Team Leader/Agent _____

Office # **(240) 497-1700**
 Agent Name **Merlin Rodriguez**
 Agent Cell # **(240) 876-1552**
 Agent Email Address **MERLIN.RODRIGUEZ@Longandfoster.com**
 Agent License # and Jurisdiction _____
 Broker License # and Jurisdiction MD: **38712** DC: **BR98367778**
 Team Leader/Agent _____



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.

Merlin Rodriguez SP100945 (DC) and Long & Foster Real Estate, Inc.

(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.)

Signed by: Kimberly Yates 8/14/2024
 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.



*** ALERT ***



Important Consumer Information

Anti-Fraud Disclosure Statement

Electronic communications such as e-mail, text messages and social media messaging are neither secure nor confidential. While **Long & Foster Real Estate, Inc. (Long & Foster)** has adopted policies and procedures to aid in avoiding fraud, even the best security protections can still be bypassed by unauthorized parties. Long & Foster will never send you any electronic communication with instructions to transfer funds or to provide nonpublic personal information, such as credit card, bank account or taxpayer identification numbers.

YOU SHOULD NEVER TRANSMIT NONPUBLIC PERSONAL INFORMATION, SUCH AS CREDIT OR DEBIT CARD, BANK ACCOUNT OR ROUTING NUMBERS, BY EMAIL OR OTHER UNSECURED ELECTRONIC COMMUNICATION. EMAILS ATTEMPTING TO INDUCE FRAUDULENT WIRE TRANSFERS MAY APPEAR TO COME FROM A TRUSTED SOURCE.

Please be aware that there are numerous e-mail phishing scams that involve fraudulent requests to wire funds in conjunction with a real estate transaction. Long & Foster recommends that if you receive any electronic communication directing you to transfer funds or provide nonpublic personal information, **EVEN IF THAT ELECTRONIC COMMUNICATION APPEARS TO BE FROM A REPRESENTATIVE OF LONG & FOSTER**, do not respond. Such requests, even if they may otherwise appear to be from Long & Foster, could be part of a scheme to defraud you by misdirecting the transfer of sale proceeds or using your identity to commit a crime.

If you should receive wiring instructions via electronic means that appear to be from a legitimate source involved in your real estate transaction, you should verify - using contact information other than that provided in the communication - that the instructions were sent by an actual representative of the requesting company. Conversely, if you have provided wiring instructions to a third party, it is important to confirm with the representative of said company that the wire instructions are not to be substituted without your verified written consent. If you have received wiring instructions that appear to be from Long & Foster, a settlement company or any other entity, please contact the representative with whom you are working at Long & Foster (in person or by telephone) for assistance. ***Please remember that when wiring funds, never rely exclusively on an e-mail, fax or text communication.***

ACKNOWLEDGMENT: I/we have read this Anti-Fraud Disclosure Statement and understand that Long & Foster will never send me/us any electronic communication with instructions to transfer funds or provide financial account numbers or other nonpublic personal information.

Isabel Maria De Prado Gairaud 07/11/2024
7/12/2024 9:03:08 AM EDT

Manuel Ortiz Benitez 07/12/2024
7/11/2024 1:34:10 PM EDT

Signature (Date)

Signature (Date)

Signature (Date)

Signature (Date)





CONVENTIONAL FINANCING ADDENDUM

(For use in Montgomery County, Maryland and Washington, DC)

The Contract of Sale with an Offer Date of 07/11/2024 between Isabel Maria De Prado Gairaud
Jose Manuel Ortiz Benitez (Buyer) and _____

Thomas Winfield Scott Revocable Trust and the Mary Lusby Scott Revocable Trust (Seller) for the purchase of the real property located at
 Address 6424 7TH ST Unit # _____
 City WASHINGTON State DC Zip Code 20012, is hereby amended by
 the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **SPECIFIED FINANCING:** The following loan(s) shall be the "Specified Financing":
FIRST DEED OF TRUST: Buyer will obtain **OR** assume a First Deed of Trust loan from the lender that issued the pre-approval letter, or from the lender to whom Buyer made or will make written application within 7 days of Date of Ratification as required by this Contract ("Lender"), in the amount of 80 % of Sales Price amortized over 15 years at a Fixed **OR** an Adjustable rate bearing (initial) interest of 6.000 % per year or market rate available.
SECOND DEED OF TRUST: Buyer will obtain **OR** assume a Second Deed of Trust loan from the Lender, in the amount of 0 % of Sales Price amortized over _____ years at a Fixed **OR** an Adjustable rate bearing (initial) interest of _____ % per year or market rate available.
2. **FINANCING CONTINGENCY:** This Contract is contingent ("Financing Contingency") on Buyer's ability to obtain Specified Financing
3. **ALTERNATE FINANCING:** This Financing Contingency shall not apply to any Alternate Financing. Buyer, at Buyer's election, may apply for alternate financing which includes but may not be limited to any change to the loan terms or change in Lender as described in the aforementioned Specified Financing paragraph above ("Alternate Financing") provided: (a) Buyer is qualified for alternate financing; (b) there is no additional expense to Seller; (c) the Settlement Date is not delayed; and (d) if Buyer fails to perform at Settlement except due to any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.
4. **SELLER'S OPTION TO VOID CONTRACT:** Buyer shall Deliver by 6 p.m. 30 Days after Date of Ratification ("Financing Deadline") a conditional commitment for financing from Lender ("Conditional Commitment"). The Conditional Commitment shall include any outstanding conditions after initial underwriter review, such as final underwriting review/audit, final title review and other underwriting requirements, if any. The Conditional Commitment shall not contain any conditions for the verification of income, assets, employment, and/or obtaining a credit report, but may contain conditions for the re-verification of same.
 Following the Financing Deadline, but until Buyer Delivers the Conditional Commitment to Seller, the Financing Contingency will continue and Seller may Deliver Notice to Buyer declaring this Contract Void.
Upon Delivery of the Conditional Commitment, the Financing Contingency will continue, and Seller may no longer Deliver Notice declaring the Contract Void under the Financing Contingency until the Settlement Date has passed.
If Settlement does not occur on or before the Settlement Date, and the Financing Contingency has not been removed, and the Buyer is not in Default, Settlement may occur any time thereafter. However, once the Settlement Date has passed and until Settlement has been completed, Seller may deliver Notice declaring this Contract Void, except in the case of Default by Seller.
5. **REMOVAL OF CONTINGENCY:** At any time prior to Seller Delivering Notice declaring the Contract Void, Buyer may remove this contingency by delivering to Seller evidence of Buyer's ability to complete settlement without obtaining the Specified Financing. **If Buyer removes the Financing Contingency but fails to complete Settlement by the Settlement Date for any reason not permitted by this Contract or as a result of any Default by Seller, then the provisions of the DEFAULT paragraph shall apply.**
6. **FINANCING REJECTION:** Buyer may Deliver Notice declaring the Contract Void if Buyer receives a written rejection for the Specified Financing from Lender and Delivers a copy of the written rejection to Seller.

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7. APPRAISAL CONTINGENCY: IF CONTRACT IS CONTINGENT UPON FINANCING AND SUCH SPECIFIED FINANCING IS DECLINED BASED UPON THE APPRAISAL, BUYER WILL NOT BE IN DEFAULT, EVEN IF THIS APPRAISAL CONTINGENCY HAS EXPIRED OR HAS BEEN REMOVED.

This Contract is OR is not contingent until 6:00 p.m. on the 21 day after the Date of Ratification ("Appraisal Deadline") for Buyer to obtain a written appraised valuation of the Property ("Appraisal") certifying the value of the Property to be no less than the Sales Price (check with Lender, if applicable, to confirm that Appraisal will be completed by the Appraisal Deadline). If neither box is checked, this Contract is contingent upon an Appraisal pursuant to this paragraph and the Appraisal Deadline is the Financing Deadline set forth above. If Buyer is obtaining financing, Lender shall select the appraiser. If this is a cash sale, Buyer shall select the appraiser. The appraiser shall be licensed to perform Appraisals in the jurisdiction in which the Property is located. Seller shall make the Property available for inspection by such appraiser.

In the event that the Appraisal is lower than the Sales Price, Buyer has the option of proceeding with this Contract at the stated Sales Price without regard to the Appraisal. However, should Buyer decline to proceed with this Contract at the stated Sales Price (due to the Appraisal being lower than the stated Sales Price), Buyer shall Deliver to Seller, by the Deadline, a Notice (GCAAR Form "Appraisal Notice and/or Addendum"), requesting that the Sales Price be reduced to a specified lower amount of not less than the appraised value, together with a copy of the written Appraisal ("Buyer's Appraisal Notice"). This Contingency will terminate at the Appraisal Deadline, unless by the Appraisal Deadline Buyer, Delivers to Seller Buyer's Appraisal Notice.

In the event that Buyer Delivers to Seller Buyers Appraisal Notice by the Appraisal Deadline, the parties shall have until 6:00 p.m. on the 3rd Day after Delivery of the Notice ("Negotiation Period") to negotiate a mutually acceptable new Sales Price. At any time during the Negotiation Period, parties may make, modify, or alter as many Appraisal Notices as desired to reach mutually acceptable terms. Parties may agree on terms by both executing the Appraisal Notice and/or Addendum describing the agreed upon new Sales Price within the Negotiation Period.

If, at the end of the Negotiation Period, the parties are unable to reach an agreement, Buyer shall have the option to void this Contract by Delivering Notice to Seller by 6:00 p.m. on the 3rd Day following the end of the Negotiation Period, otherwise this appraisal contingency shall be removed, and this Contract will remain in full force and effect at the original Sales Price.

8. BUYER DEFAULT PROVISIONS: Buyer will be in Default if Settlement does not occur on the Settlement Date as a result of any of the following actions by Buyer:

- A. Failure to lock-in the interest rate(s) and the rate(s) increase so that Buyer does not qualify for such financing; **OR**
- B. Failure to comply with Lender's reasonable requirements in a timely and diligent manner; **OR**
- C. Application is made with an alternative lender other than the Lender as defined herein and that alternative lender fails to meet the Settlement Date; **OR**
- D. Does not have the down payment, closing fees and any other required funds; **OR**
- E. Makes any deliberate misrepresentations, material omissions or inaccuracies in financial information that results in the Buyer's inability to secure the financing; **OR**
- F. Failure to make application to Lender for the Specified Financing, or application for property insurance, within 7 days of Date of Ratification; **OR**
- G. Does or fails to do any act following the Date of Ratification that prevents Buyer from completing Settlement.

9. SALE/SETTLEMENT/LEASE OF OTHER PROPERTY: Unless specified in a written contingency, neither this Contract nor the financing is dependent or contingent on the sale and settlement or lease of other real property.

10. LENDER-REQUIRED REPAIRS: If, as a condition of providing financing under this Contract, Lender requires repairs to be made to the Property that have not otherwise been agreed to be Seller's responsibility, then the following procedure will be followed: Buyer will Deliver Notice to Seller of Lender's required repairs and a request that Seller complete the repairs prior to settlement. Within 5 Days after Delivery of Buyer's Notice, Seller will Deliver Notice to Buyer as to whether or not Seller will make the repairs. Failure of Seller to Deliver Notice to Buyer within said timeframe shall be deemed an election by Seller to NOT make the repairs. If Seller Delivers Notice to Buyer electing to not make the repairs (or is deemed to have elected to not make the repairs), within 5 days Buyer shall Deliver Notice to Seller as to whether or not Buyer will make the repairs. If neither Seller nor Buyer has Delivered Notice within said timeframe agreeing to make the repairs, then this Contract will become void.

Signed by: Kimberly Yates 8/14/2024
 Seller _____ Date

AuthentiSIGN
Isabel Maria De Prado Gairaud 07/12/2024
 Buyer 7/12/2024 9:02:49 AM EDT _____ Date

 Seller _____ Date

AuthentiSIGN
Jose Manuel Ortiz Benitez 07/11/2024
 Buyer 7/11/2024 1:34:11 PM EDT _____ Date



Important Information for the Purchase of Real Estate (For use in Montgomery County, MD and Washington, DC)

This information is provided to assist Buyers prior to entering into a contract for the purchase of residential real property. Buyers should investigate any areas of concern prior to making an offer to purchase.

1. **LEGAL REQUIREMENTS:** All contracts for real property are required to be in writing to be legally enforceable. The “Maryland Realtors® Residential Contract of Sale” (MR) is for use in Maryland and the “GCAAR Sales Contract” (GCAAR) is for use in Montgomery County, Maryland and Washington, DC. Appropriate jurisdictional and other addenda are required with each contract. Buyers have the right to have legal counsel review these forms.
2. **AGENCY RELATIONSHIPS:** If Buyers choose to have an agent represent them, they must enter into a written Buyer Agency Agreement. In Maryland unrepresented Parties must be provided “Understanding Whom Real Estate Agents Represent” to disclose various Agency relationships. In Washington, DC all Parties must be provided with forms disclosing various Agency relationships.
3. **FAIR HOUSING:** In compliance with Federal Fair Housing regulations, properties shall be made available to all persons without regard to race, color, religion, national origin, sex, handicap and familial status. Washington, DC and Montgomery County, MD both recognize additional protected classes.
4. **FINANCING:** Mortgage rates, fees and products vary considerably among financial institutions. Buyers have the right to select the lender and to negotiate the terms and conditions of their loan.
5. **WIRE FRAUD:** Buyer is advised not to transmit nonpublic personal information, such as credit or debit card, bank account or routing numbers, by email or other unsecured electronic communication. Emails attempting to induce fraudulent wire transfers may appear to come from a trusted source.
6. **TRANSFER AND RECORDATION FEES:**
 - A. In Washington, DC unless otherwise negotiated in the contract, the recordation tax is paid by the Buyer and the transfer tax paid by the Seller. Buyer may be eligible for reduced recordation tax as a First-Time Homebuyer. Further information can be found at:
<https://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/ROD%2011.pdf>
 - B. With the exception of a First Time Maryland Owner-Occupant Home Buyer, Maryland law requires that, unless otherwise negotiated in the sales contract, the cost of any recordation tax or State and County transfer tax shall be shared equally between Buyer and Seller. In the event the Buyer is a First Time Maryland Owner- Occupant Home Buyer, the Buyer’s portion of the State transfer tax is waived, and unless negotiated otherwise, the Seller pays all of the transfer and recordation taxes.
7. **PROPERTY TAXES:**
 - A. **Tax Bill Increases:** Your property tax bill could increase substantially following settlement. For owner-occupied properties, both Maryland and Washington, DC have programs (Homestead Exemption) which limit the amount that taxes on real property may increase from one year to the next. Once the property transfers to a new owner, the prior limits are removed which may result in a significant increase in the tax bill. Subsequent to your settlement, you may apply to have eligibility for a Homestead Exemption.

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- B. Right of Appeal:** You have the right to appeal the next year's property tax assessment within strict timeframes following settlement. For more information on property taxes, contact the Maryland State Department of Assessments and Taxation, the Montgomery County Department of Finance or the District of Columbia Office of Tax and Revenue.
- C. Disclosure of Future Property Taxes** Montgomery County Law requires a Seller to disclose the estimated amount of the tax bill for the first fiscal year following settlement. While Washington, DC does not have such a requirement, the following year's assessment is available from the District of Columbia Office of Tax and Revenue prior to the issuance of the tax bill.
- 8. VACANT PROPERTY REGISTRATION** : Buyers are advised that District of Columbia Properties classified as "Vacant" or "Blighted" by the District's Department of Consumer and Regulatory Affairs ("DCRA") are subject to a registration fee and/or a substantially higher tax rate unless they qualify for a statutory exemption. Owners of Properties that are actively seeking to rent or sell their property may qualify for exemption. Further information can be found on www.dc.gov.
- 9. PROPERTY CONDITION DISCLOSURE/DISCLAIMER:** In Maryland Sellers are required to disclose known latent defects, even if the property is sold in "as is" condition. Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Maryland Property Disclosure and Disclaimer Statement". In Washington, DC, Sellers (with limited exceptions) are required to complete and furnish to the Buyer the "Sellers Disclosure Statement". In both jurisdictions, real estate licensees have statutory obligations and both licensees and Sellers may have additional common law obligations to disclose material facts and defects to prospective Buyers. Information provided is based on actual knowledge of the Seller and should not be considered as a substitute for the Buyer having an inspection by a home inspection specialist, environmental firm or an engineer.
- 10. GOVERNMENT REGULATIONS DISCLOSURE** : The State of Maryland and Montgomery County require Sellers to make many disclosures regarding taxes on the property and on laws and regulations that may restrict or affect land use. Buyers of property located in Montgomery County should receive a completed and signed "Regulations, Easements and Assessments (REA) Disclosure and Addendum" prior to entering into a contract.
- 11. INSPECTIONS:** Buyers may include in their offer the right to employ a professional engineer, home inspection specialist, environmental firm or other expert(s) of their choice to inspect the property for possible hazardous substances, building material concerns and defects. Agents do not have the technical expertise to advise Buyers on inspection issues. In Maryland, home inspectors are required to be licensed.
- 12. WARRANTY:** A number of companies provide home warranty programs with various types of coverage and deductibles. Consult your agent for further information.
- 13. PROPERTY INSURANCE:** Property insurance rates and availability are determined in part by the number and nature of claims and inquiries made on a property's policy, as well as the number and nature of claims made by a prospective Buyer.
- 14. HOMEOWNER ASSOCIATIONS, CONDOMINIUMS, COOPERATIVES DISCLOSURES** : If the property is a condominium, cooperative unit, or part of a homeowner association (in Maryland only if there is a mandatory fee), the Seller must provide the Buyer within a specified period of time a package of documents which may include: covenants, restrictions, by-laws and financial information ("Resale Package").
- 15. TENANT RIGHTS:** Properties located in Washington, DC and within the City of Takoma Park, Maryland that are tenant-occupied or otherwise defined as residential rental property (Rental Accommodation) will be subject to

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certain restrictions, regulations and requirements at the time of resale. It is imperative that a Buyer be familiar with the complexities of purchasing a tenant-occupied property prior to entering into a contract.

16.LAND USE: Land uses may be restricted or impacted on some properties by covenants, easements, zoning, subdivision regulations, historic preservation regulations, environmental laws, airport noise, planned land uses, road or highway rights of way, federal, state, county and/or local or municipal restrictions or statutes, or other regulations. To ascertain how such restrictions may impact the use of a specific property, information should be sought through the appropriate government agency and/or a title search.

17.CRIMINAL ACTIVITY : Information about criminal activity or the presence of registered sexual offenders who live within the vicinity of a property may be obtained by contacting the state, county or municipal police departments in which the Property is located and National/State Sex Offender Registry. Buyer is solely responsible for conducting the investigation of these facts. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of a property, whether acting as the agent for Seller or Buyer, has or assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

18.SECURITY SYSTEMS/ELECTRONIC DEVICES : Buyer is advised that Seller may have a system on Seller's property that records audio and/or video. If so, Buyer's actions and/or conversations could be heard, recorded and/or seen.

19.SOLAR PANELS: If solar panels are installed on the property, Buyer is advised to inquire about the terms under which the solar panels were installed, how to transfer the ownership or lease, and any costs associated with the transfer.

I/we acknowledge receipt of this notice from Merlin Rodriguez (Agent), affiliated with Long & Foster Real Estate, Inc. (Broker) Phone(s): (240) 497-1700 (240) 876-1552

Isabel Maria De Prado Ga ^{07/12/2024}
Buyer (printed name) Date

Jose Manuel Ortiz Benitez ^{07/11/2024}
Buyer (printed name) Date


Isalbel Maria De Prado Gairaud
Signature 7/12/2024 9:02:51 AM EDT


Jose Manuel Ortiz Benitez
Signature 7/11/2024 1:34:12 PM EDT



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 07/11/2024 between Isabel Maria De Prado Gairaud (Buyer) and Jose Manuel Ortiz Benitez

Thomas Winfield Scott Revocable Trust and the Mary Lusby Scott Revocable Trust

(Seller) for the purchase of the real property located at

Address 6424 7TH ST Unit # _____

City WASHINGTON State DC Zip Code 20012, Parking Space(s) # _____

Storage Unit # _____ with the legal description of Lot _____ Block/Square _____

Section _____ Subdivision/Project Name BRIGHTWOOD Tax Account # _____

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. **HERITAGE TREES:** Pursuant to DC Code § 8-651.02(3A), a heritage tree is a tree with a circumference of 100 inches or more. Pursuant to D.C. Code § 8-651.04a there are restrictions, penalties and/or fines that may be levied for removal of Heritage Trees. Seller discloses there IS, OR IS NOT, a Heritage Tree, or trees, on the property.

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.

ICP JO

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 of the ownership 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 tax relief and tax credit information (tax reductions for seniors, homestead exemptions, property tax abatements and others) property can be found at: <http://otr.cfo.dc.gov/page/real-property-tax-credits-frequently-asked-questions-faqs>.

Signed by: Kimberly Yates 8/14/2024
Seller _____ Date _____

Seller _____ Date _____

PART II. RESALE ADDENDUM:

**Thomas Winfield Scott Revocable Trust
and the Mary Lusby Scott Revocable Trust**

The Contract of Sale dated 07/11/24, between Seller _____ and Buyer _____

TRUSTEE
Jose Manuel Ortiz Benitez

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

Unless otherwise negotiated, the following will apply:

- A. **Real Property:** Recordation Tax will be paid by Buyer and Transfer Tax will be paid by Seller.
- B. **Co-operatives:** The Economic Interest Deed Recordation Tax will be split equally between Buyer and Seller. There is no Transfer Tax for Co-operatives.
- C. **Tax Abatement Program:** Additional information (including the required Application Form) for the Tax Abatement Program can be obtained at: http://otr.cfo.dc.gov/sites/default/files/dc/sites/otr/publication/attachments/sharp%40dc.gov_20140909_110358.pdf. If Buyer meets the requirements of this program, Buyer will be exempt from Recordation Tax. Additionally, Seller shall credit Buyer an amount equal to what would normally be paid to the District of Columbia as Seller's Transfer Tax to be applied towards Buyer's settlement costs. This credit shall be in addition to any other amount(s) Seller has agreed to pay under the provisions of this Contract. It is Buyer's responsibility to confirm with Lender, if applicable, that the entire credit provided for herein may be utilized. If Lender prohibits Seller from payment of any portion of this credit, then said credit shall be reduced to the amount allowed by Lender.

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

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 deliv 07/11/2024 of the Deed and shall not be merged herein.

Signed by: kimberly Yates 8/14/2024
Seller _____ Date _____
DOAC27AEF56E41D
(Sign only after Buyer)

AuthentiSIGN
Isabbel Maria De Prado Gairaud
7/12/2024 9:02:52 AM EDT
Buyer _____ Date _____

Seller _____ Date _____
(Sign only after Buyer)

AuthentiSIGN
Jose Manuel Ortiz Benitez 07/12/2024
Buyer _____ Date _____
7/12/2024 11:34:13 PM EDT

Affiliated Business Arrangement Disclosure Statement

Property: **6424 7TH ST**

WASHINGTON, DC 20012

To:

From: **Merlin Rodriguez**

Date: **07/11/2024**

This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster"), also doing business as Northrop Realty¹ and the settlement service providers listed in the table below are part of a family of companies (the "Affiliated Companies") owned by HomeServices of America, Inc. ("HSOA"), and each may refer to you the services of another. The percentage of indirect ownership interest held by HSOA in each Affiliated Company is indicated in the table. In addition, HomeServices Title Holdings, LLC, a wholly-owned subsidiary of HSOA, indirectly owns 13.5% of Title Resources Guaranty Company ("TRG"), which may provide title insurance services for any of the affiliate companies listed in Section A below. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

In addition, while neither Long & Foster nor its affiliates have common ownership with Cinch Home Services, Inc. ("Cinch Home Services"), Long & Foster Insurance Agency does advertise Cinch Home Services for a fixed service fee.

Mid-States Title Insurance Agency, LLC, a Long & Foster affiliate, has business relationships with the following unaffiliated closing attorneys, pursuant to which Mid-States Title Insurance Agency, LLC advertises these firms for a fixed service fee: Baird Mandalas Brockstedt, LLC; Crawford Law Group, PLLC; Giordano, DelCollo, Werb & Gagne, LLC; Midtown Law Group, PLLC; Scott and Shuman, P.A.; Shreves, Schudel, Saunders, Parello & Clarke, PLLC; and Weeks & Irvine, LLC.

AFFILIATED COMPANIES	
SECTION A: Settlement of Your Loan and / or Title Insurance	
Attorneys Title Holdings, Incorporated (NC) (100%)	RGS Title LLC (VA, MD, DC, WV) (100%)
Bon Air/Long & Foster Title Agency LLC (VA) (50%)	Sage Premier Settlements (PA, NJ, DE, MD) (d/b/a of Sage Title Group, LLC) (100%)
Infinity Settlement Agency (PA) (d/b/a of Sage Title Group, LLC) (100%)	Sage Settlement Group (PA) (d/b/a of Sage Title Group, LLC) (100%)
Infinity Title Agency (NJ) (d/b/a of Sage Title Group, LLC) (100%)	Sage Title Group, LLC (VA, MD, DC, WV) (100%)
Realm Title Agency, LLC (VA, MD, DC, DE, NC) (51%) ²	Trident Land Transfer Company LP (PA, DE) (100%)
RGS Property Closing Services (PA) (d/b/a of RGS Title LLC) (100%)	Trident Land Transfer Company (NJ), LLC (NJ) (49%)
SECTION B: Property / Hazard / Flood Insurance	
Long & Foster Insurance Agency (d/b/a of HomeServices Insurance, Inc.) (100%)	Trident Insurance Agency Company (d/b/a of HomeServices Insurance, Inc.) (100%)
HomeServices Insurance, Inc. (100%)	
SECTION C: Mortgage Services	
Prosperity Home Mortgage, LLC (100%)	
SECTION D: Property Inspection Services	
Insight Home Inspections, LLC (DC) (MD) (VA) (100%)	Insight Home Inspections of Pennsylvania LLC (PA) (100%) (d/b/a of Insight Home Inspections, LLC)

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

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

PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
Providers listed in Section A above	Settlement Fees, including Document Preparation, Title Search & Exam Fees	\$0-\$2,000 Fees vary depending on transaction type and state
	Title Charges	See Title Insurance Chart below
Providers listed in Section B above	Homeowner's Insurance	\$150 - \$10,000 plus per year; charges may vary based on coverage requested and other factors including multi-unit properties. Flood Insurance is not included in this estimate but may be available for an additional fee and may be lender required.
Providers listed in Section C above	Loan Origination and Application	\$0 - \$1,665 (2% of loan amount on some bond products)
	Appraisal	\$450 - \$2,100
	Third Party Fees	\$165 - \$550 (credit report, tax service, flood cert, technology, and/or MERS)
Providers listed in Section D above	Property Inspection Services	\$75-\$3,900 (fees vary based on type/scope of inspection and size of property)

[continued on following page]

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

² Realm Title Agency, LLC is 49% owned by an unaffiliated entity in which an independent contractor real estate agent of Long & Foster, Creig Northrop, has an ownership interest. Accordingly, the referral of a customer (including you) to Realm Title Agency, LLC may provide Mr. Northrop with a financial or other benefit.


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

STATE	SALES PRICE	PREMIUM FOR AFFILIATES
DE	First \$100,000 \$100,001 - \$1,000,000 \$1,000,001-\$5,000,000	\$4.60 per \$1,000 of coverage add \$3.90 per \$1,000 of coverage add \$3.25 per \$1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy (DE) is \$25. Lender required endorsements are \$50 each. Closing Protection Letter (CPL) per Lender Policy is \$125.
DC	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001-\$5,000,000	\$6.84 per \$1,000 of coverage add \$6.12 per \$1,000 of coverage add \$5.40 per \$1,000 of coverage add \$4.68 per \$1,000 of coverage Simultaneous issue of Lenders' Policy (DC) is \$100. Closing Protection Letter (CPL) per Lender Policy is \$50.
MD	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001- \$2,000,000	\$6.15 per \$1,000 of coverage add \$5.25 per \$1,000 of coverage add \$4.50 per \$1,000 of coverage add \$3.55 per \$1,000 of coverage Simultaneous issue of Lenders' Policy (MD) is \$200. Closing Protection Letter (CPL) per Lender Policy is \$45.
NJ	First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,000,000	\$5.25 per \$1,000 of coverage add \$4.25 per \$1,000 of coverage add \$2.75 per \$1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy is \$25. Lender required endorsements are \$25 each. Closing Service Letter per Lender Policy is \$75.
NC	First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,000,000 \$2,000,001 - \$7,000,000	\$2.54 per \$1,000 of coverage add \$1.98 per \$1,000 of coverage add \$1.29 per \$1,000 of coverage add \$0.99 per \$1,000 of coverage Enhanced policy 120% of above rates. Simultaneous issue of Lenders' Policy is \$26. Closing Protection Letter is an additional 10% if lenders' policy issued. Premium for issuance of commitment is \$15. Lender required endorsements are \$20 each.
PA	First \$30,000 \$30,001 - \$45,000 \$45,001 - \$100,000 \$100,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001-\$2,000,000	\$569.00 flat fee add \$7.41 per \$1,000 of coverage add \$6.27 per \$1,000 of coverage add \$5.70 per \$1,000 of coverage add \$4.56 per \$1,000 of coverage add \$3.42 per \$1,000 of coverage Lender-required endorsements (PA) are \$50-\$500. Closing Protection Letter (CPL) per Lender Policy is \$125.
VA	First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001- \$2,000,000	\$4.92 per \$1,000 of coverage \$4.68 per \$1,000 of coverage \$4.32 per \$1,000 of coverage \$2.88 per \$1,000 of coverage Simultaneous issue of Lender's Policy (VA) is \$200. Closing Protection Letter (CPL) per Lender Policy is \$35.
WV	First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,500,000	\$4.00 per \$1,000 of coverage add \$3.00 per \$1,000 of coverage add \$2.00 per \$1,000 of coverage Enhanced policy is an additional \$30 surcharge added to the basic rates. Simultaneous issue of Lender's Policy is \$100. Title insurance commitment fee per policy will not exceed \$100.

CONTRACTED PROVIDERS		
PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
Cinch Home Services	Home Warranty	\$459 - \$2,062, depending on property and optional coverage

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


Isabel Maria De Prado Gairaud 07/12/2024
Signature 7/12/2024 9:02:53 AM EDT (Date)


Jase Manuel Ortiz Benitez 07/11/2024
Signature 7/11/2024 1:34:14 PM EDT (Date)

LONG & FOSTER[®]

REAL ESTATE

Mutual Agreement to Mediate & Arbitrate Certain Disputes Buyer Agency Agreement (or similar buy-side agency or representation agreement)

This Mutual Agreement to Mediate & Arbitrate Certain Disputes (this “Mediation & Arbitration Agreement”) is hereby incorporated into and made part of Client’s/Customer’s Buyer Agency Agreement (or similar buy-side agency or representation agreement) (the “Agreement”) as if it were set forth in full in the Agreement. Client/Customer is referred to below as “you” or “your”; Long & Foster Real Estate, Inc. (dba Evers & Company Real Estate, Fonville Morisey Realty, Northrop Realty, Urban Pace, and Virginia Properties) is referred to as “Broker”; and Broker and its ultimate parent company, HomeServices of America, Inc., and their affiliates, subsidiaries, employees, and agents are collectively referred to as “Broker-Related Party”. Broker-Related Party and you are individually referred to as a “party,” and, collectively, the “parties.” Any Broker-Related Party may enforce this Mediation & Arbitration Agreement and the Agreement.

The Agreement may contain certain dispute-resolution terms, provisions, or sections that conflict, in whole or in part, with the terms of this Mediation & Arbitration Agreement. Client/Customer and Broker hereby agree that any conflicting dispute-resolution terms, provisions, or sections in the Agreement are stricken in their entirety, and that the terms of this Mediation & Arbitration Agreement supersede and replace all such conflicting dispute-resolution terms, provisions, or sections in their entirety.

Agreement to Mediate and Small Claims Option:

If a dispute or other claim or controversy between you and a Broker-Related Party (collectively, “Claims”) arises out of the Agreement, or a breach of the Agreement, and if the parties cannot settle the Claims informally, then the parties first must attempt to resolve the Claims by mediation administered by the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures in effect on the date of the Agreement (www.ADR.org).

If you can show that you cannot afford the initial mediation fee, if any, then the Broker-Related Party will pay that initial mediation fee, but you must pay your own attorney’s fees and costs for the mediation and your pro rata share of the AAA’s post-filing mediation fees and costs. If a small-claims or equivalent court (“Small Claims Court”) in the county where Broker’s principal business office is located (the “County Jurisdiction”) has jurisdiction over the Claims, and you want to resolve the Claims in the Small Claims Court, then the Broker-Related Party will waive the mediation and arbitration requirements in this Mediation & Arbitration Agreement and the parties will finally resolve the Claims in the Small Claims Court, on the condition that you waive in writing your rights, if any, to (a) appeal the final judgment or decision of the Small Claims Court; or (b) remove or transfer the case from the Small Claims Court to another court.

Agreement to Arbitrate and Excluded Claims:

If the parties cannot resolve the Claims as set forth above, then, unless limited below, they must submit and resolve the Claims using binding arbitration conducted by the AAA under its Commercial Arbitration Rules (“AAA Rules”) (see www.ADR.org) in effect on the date of the Agreement, except to the extent that this Mediation & Arbitration Agreement conflicts with the AAA Rules. Alternatively, the parties may agree in writing to use another arbitration provider and/or different rules for the arbitration. You are not, however, required to arbitrate Claims that you are authorized by law or regulation to file in an administrative agency, commission, or board, unless the law or regulations governing these types of Claims require or allow you to first bring them in arbitration.

Arbitration & Arbitrator:

The Broker-Related Party or you must commence the arbitration by filing a written demand with the AAA (or the other chosen arbitration provider). The arbitration will take place in the County Jurisdiction. If you can show that you cannot afford the initial arbitration filing fee, then the Broker-Related Party will pay your initial filing fee, but you must pay your own attorney’s and expert fees and costs and your pro rata share of the AAA’s or other arbitration provider’s post-filing fees and costs. The AAA or other arbitration provider must designate one neutral arbitrator for the arbitration. The Agreement evidences a transaction involving interstate commerce and it must be interpreted as such and the arbitration conducted under the Federal Arbitration Act (“FAA”).

The arbitrator will have the exclusive authority to resolve any Claims between the parties relating to the formation, enforceability, enforcement (including by non-signatories to the Agreement), applicability, waiver, or interpretation of this Mediation & Arbitration Agreement under the FAA, including whether all or any part of this Mediation & Arbitration Agreement is void or voidable. The arbitrator must rule on (a) his or her jurisdiction, including any objections with respect to

the existence, scope, or validity of this Mediation & Arbitration Agreement; (b) the arbitrability of any Claims; and (c) the existence or validity of the Agreement. The arbitrator must interpret this Mediation & Arbitration Agreement as an enforceable contract independent of the other terms of the Agreement, and the arbitrator’s decision that the Agreement, or any other part of the Agreement, is null and void will not for that reason alone render this Mediation & Arbitration Agreement as invalid or unenforceable.

Discovery and Confidentiality:

The arbitrator may order discovery sufficient to enable a full and fair exploration of the facts and legal issues underlying the Claims, consistent with the expedited nature of arbitration. The parties and the arbitrator must keep all aspects of the arbitration confidential and not make them part of the public record, including all (a) pleadings, motions, discovery, memoranda, and other work product in the parties’ or the arbitrator’s files that were prepared for use in an arbitration hearing or conference or used in an arbitral award; and (b) communications made by or to a party, the arbitrator, or any other person in or in connection with the arbitration (the “Confidential Materials”). The parties must not disclose any Confidential Materials in any judicial or administrative proceeding, except that a party may disclose certain Confidential Materials if the parties agree in writing to waive confidentiality over the Confidential Materials.

Award Limitations:


The arbitrator may award a party any remedy that would have been available had the parties litigated the Claims in court, including money damages and injunctive relief. The arbitrator, however, cannot issue any award that includes any punitive, special, consequential, incidental, indirect, or exemplary damages. Any arbitrator determination, finding, or award will be final and binding on the parties, and either party may confirm any of them in a court with jurisdiction in the County Jurisdiction. A party cannot arbitrate any Claims unless the party commences the arbitration within the statutes of limitation governing the Claims.

Jury Waiver & Class Action Waiver:


THE PARTIES WILL HAVE ALL THE RIGHTS AND BENEFITS OF ARBITRATION, BUT THEY ARE HEREBY GIVING UP THEIR RIGHTS TO RESOLVE THEIR CLAIMS IN A COURT OR JURY TRIAL. **The parties must submit their own, individual Claims for resolution in the arbitration. The parties hereby waive the following rights:** (a) the right to represent the interests of any other person or join or consolidate any Claims by or against third parties; (b) the right to bring, join, or maintain any Claims (in arbitration or otherwise) where the party or another person seeks to act (i) as a representative or member of a class, collective, or mass action, (ii) in the general-public interest, or (iii) in any private-attorney-general capacity; and (c) the right to participate in a class-action lawsuit or class-wide arbitration; and (d) the right to participate as a representative or member in a class arbitration or any consolidation of individual arbitrations (collectively, the “Class Action Waivers”). The Class Action Waivers will control and supersede any contrary agreements, statements, or rules in the AAA Rules or other arbitration provider’s rules.

Validity

If any part of this Mediation & Arbitration Agreement, other than the Class Action Waivers, is determined to be invalid or unenforceable, then the remaining parts this Mediation & Arbitration Agreement still will remain fully enforceable. If any part of the Class Action Waivers is determined to be unenforceable against a party or another person, then the party or the other person will have the unilateral right to determine whether to proceed in arbitration or require that the Claims be brought in a court with jurisdiction over the Claims, on the condition that a determination that the Class Action Waivers are unenforceable will be subject to appeal.

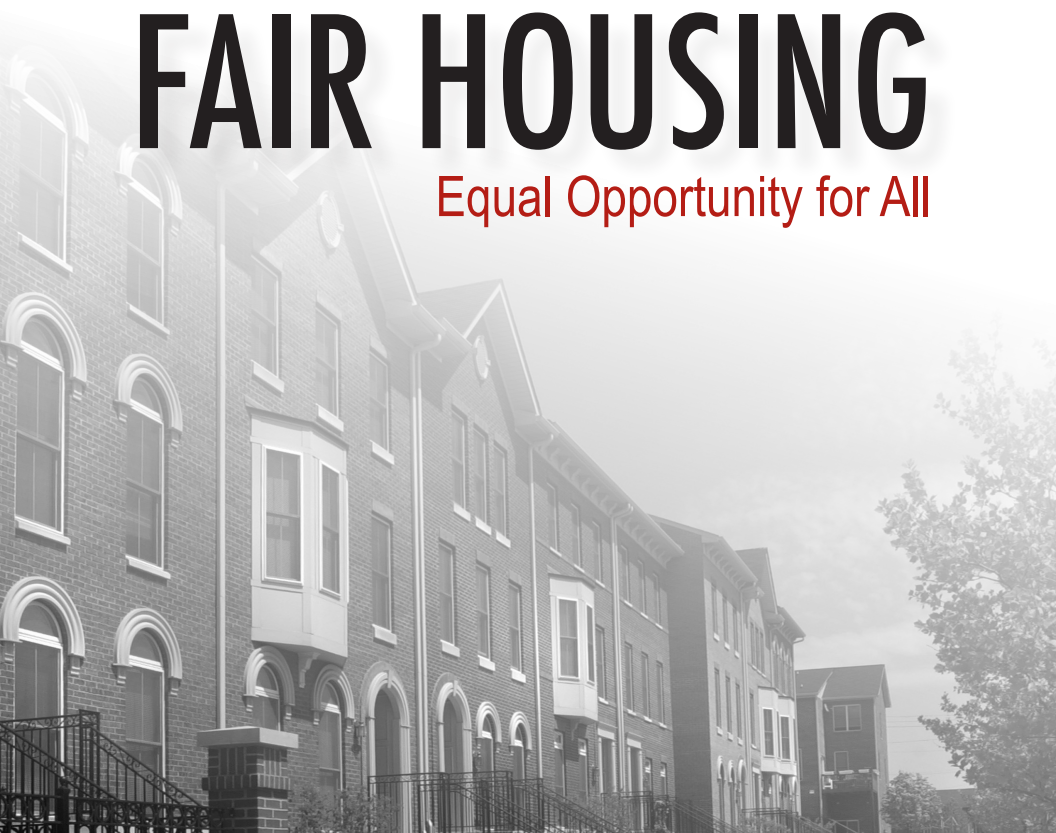
		07/11/2024
<i>Jose Manuel Ortiz Benitez</i>		
<small>7/11/2024 1:34:16 PM EDT</small>		
Client/Customer Signature	Date	
<i>Isabel Maria De Prado Gairaud</i>		07/12/2024
<small>7/12/2024 9:02:54 AM EDT</small>		
Client/Customer Signature	Date	
Client/Customer Signature	Date	
Client/Customer Signature	Date	

Long & Foster Real Estate, Inc.

		07/11/2024
<i>Martin A Rodriguez</i>		
<small>7/11/2024 11:21:32 AM EDT</small>		
Agent Signature	Date	
<i>Jeremiah Ganeto</i>		08/20/2024
<small>Branch Manager</small>	Signature	Date

FAIR HOUSING

Equal Opportunity for All



U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Please visit our website: www.hud.gov/fairhousing



FAIR HOUSING – EQUAL OPPORTUNITY FOR ALL

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development (HUD) enforces the Fair Housing Act, which prohibits discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments – in nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation’s federal housing policy. Housing providers who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue enforcement actions against them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. HUD is committed to ensuring that everyone is treated equally when searching for a place to call home.

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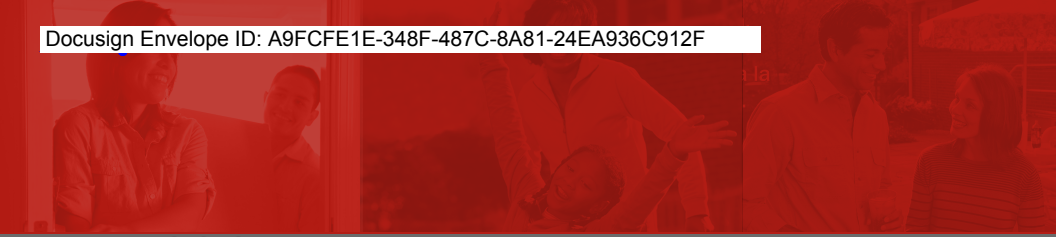
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FAIR HOUSING Equal Opportunity for All

THE FAIR HOUSING ACT

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National Origin
- Religion
- Sex
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

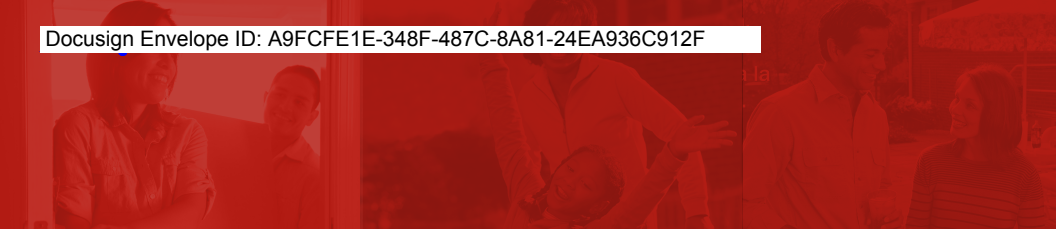
WHAT HOUSING IS COVERED?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

WHAT IS PROHIBITED?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Otherwise deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental



FAIR HOUSING Equal Opportunity for All

- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.

In Mortgage Lending: No one may take any of the following actions based on race, color, religion, sex, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.
- In addition, it is a violation of the Fair Housing Act to:
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, which indicates a preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling



FAIR HOUSING Equal Opportunity for All

- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make print or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, sex, disability, familial status or national origin.

ADDITIONAL PROTECTION IF YOU HAVE A DISABILITY

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, HIV/AIDS, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, a housing provider may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if it may be necessary for you to fully use the housing. (Where reasonable, a landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if it may be necessary for you to use the housing on an equal basis with nondisabled persons.

Example: A building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if it may be necessary to assure that she can have access to her apartment.

However, the Fair Housing Act does not protect a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Accessibility Requirements for New Multifamily Buildings: In buildings with four or more units that were first occupied after March 13, 1991, and that have an elevator:

- Public and common use areas must be accessible to persons with disabilities
- All doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (familial status). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

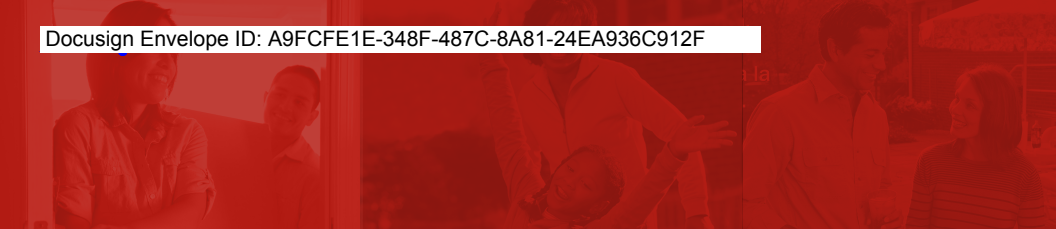
Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

The “Housing for Older Persons” Exemption: The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for familial status discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children. In order to qualify for the “housing for older persons” exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist elderly persons (as defined in the State or Federal program); or
- Intended for, and solely occupied by persons 62 years of age or older; or
- Intended and operated for occupancy by persons 55 years of age or older.

In order to qualify for the “55 or older” housing exemption, a facility or community must satisfy each of the following requirements:

- at least 80 percent of the units must have at least one occupant who is 55 years of age or older; and



FAIR HOUSING Equal Opportunity for All

- the facility or community must publish and adhere to policies and procedures that demonstrate the intent to operate as “55 or older” housing; and
- the facility or community must comply with HUD’s regulatory requirements for age verification of residents.

The “housing for older persons” exemption does not protect senior housing facilities or communities from liability for housing discrimination based on race, color, religion, sex, disability, or national origin.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may file a complaint online, write a letter or telephone the HUD office nearest you. You have one year after the alleged discrimination occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

IF YOU THINK YOUR RIGHTS HAVE BEEN VIOLATED

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: File a complaint online, send a letter to the HUD office nearest you, or if you wish, you may call that office directly. Persons who are deaf or hard of hearing and use a TTY, may call those offices through the toll-free Federal Information Relay Service at 1-800-877-8339.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

FAIR HOUSING Equal Opportunity for All

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)
U.S. Department of Housing and Urban Development
Thomas P. O'Neill Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8300 or 1-800-827-5005
Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey, New York, Puerto Rico and the U.S. Virgin Islands:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)
U.S. Department of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 542-7519 or 1-800-496-4294
Fax (212) 264-9829 * TTY (212) 264-0927

For Delaware, District of Columbia, Maryland, Pennsylvania, Virginia and West Virginia:

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)
U.S. Department of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107-9344
Telephone (215) 861-7646 or 1-888-799-2085
Fax (215) 656-3449 * TTY (215) 656-3450

For Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee:

FAIR HOUSING Equal Opportunity for All

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091 x2493

Fax (404) 331-1021 * TTY (404) 730-2654

For Illinois, Indiana, Michigan, Minnesota, Ohio and Wisconsin:

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

For Arkansas, Louisiana, New Mexico, Oklahoma and Texas:

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban Development

801 Cherry Street

Suite 2500, Unit #45

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

FAIR HOUSING Equal Opportunity for All

(Complaints_office_07@hud.gov)
U.S. Department of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 * TTY (913) 551-6972

For Colorado, Montana, North Dakota, South Dakota, Utah and Wyoming:

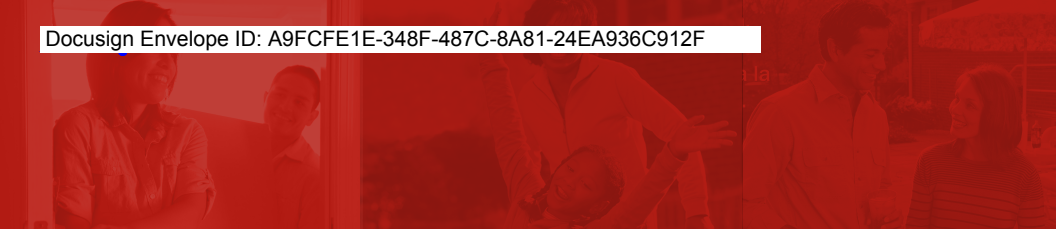
DENVER REGIONAL OFFICE
(Complaints_office_08@hud.gov)
U.S. Department of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE
(Complaints_office_09@hud.gov)
U.S. Department of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1387
Telephone 1-800-347-3739
Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE
(Complaints_office_10@hud.gov)
U.S. Department of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 * TTY (206) 220-5185



FAIR HOUSING Equal Opportunity for All

If after contacting the local office nearest you, you still have questions – you may contact HUD further at:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275
www.hud.gov/fairhousing

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters, Tapes and Braille materials
- Assistance in reading and completing forms

WHAT HAPPENS WHEN YOU FILE A COMPLAINT?

HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

- Notify the alleged violator (respondent) of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reason for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a Conciliation Agreement.

A Conciliation Agreement provides individual relief to you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated breached your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies:

If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are “substantially equivalent” to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the “substantially equivalent” State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD’s referral, or HUD may retrieve (“reactivate”) the complaint for investigation under the Fair Housing Act.

WHAT HAPPENS IF I’M GOING TO LOSE MY HOUSING THROUGH EVICTION OR SALE?

If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD’s investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:



FAIR HOUSING Equal Opportunity for All

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention; and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

WHAT HAPPENS AFTER A COMPLAINT INVESTIGATION?

Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have twenty (20) days after receiving notice of the Charge to decide whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD ALJ. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also

choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest. The maximum civil penalties are: \$16,000, for a first violation of the Act; \$37,500 if a previous violation has occurred within the preceding five-year period; and \$65,000 if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the district in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages, including out-of-pocket expenses and emotional distress damages
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.

Determination of No Reasonable Cause and Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451 7th Street, SW, Room 5206, Washington, DC 20410-2000.

IN ADDITION

You May File a Private Lawsuit: You may file a private civil lawsuit without first filing a complaint with HUD. You must file your lawsuit within two (2) years of the most recent date of alleged discriminatory action.

If you do file a complaint with HUD and even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

Notes

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Notes

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For Further Information

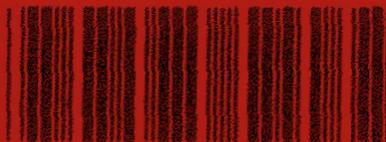
The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-10.



CONNECT WITH HUD



Department of Housing and Urban Development
Room 5204
Washington, DC 20410-2000



02305





ADDENDUM TO CONTRACT OF SALE CONTINUATION-



Addendum # _____ dated **07/11/2024** to Contract of Sale dated **07/11/2024**
 between Buyer **Isabel Maria De Prado Gairaud** **Jose Manuel Ortiz Benitez**
 and Seller **Thomas Winfield Scott Revocable Trust and the Mary Lusby Scott Revocable Trust**
 for Property known as **6424 7TH ST** **WASHINGTON, DC 20012**

All parties hereby acknowledge that seller is: _____

All other items and conditions of this contract remain in full force and effect.

AuthentisIGN
Isabel Maria De Prado Gairaud **07/11/2024**
 7/12/2024 9:02:55 AM EDT

AuthentisIGN
 Buyer _____ Date **07/12/2024**

Jose Manuel Ortiz Benitez
 Buyer _____ Date _____

Signed by:
Kimberly Yates
 Seller _____ Date _____
 D0AC37AEF56E41D...

Seller _____ Date _____

ISABELLE DE PRADO
JOSE M ORTIZ

February 15, 2022
date

1099
15-7417/2540

Pay to the
order of

LONG AND FOSTER

\$ 10,000.00

ten thousand dollars and 00 cents

dollars



Photo
Safe
Deposit
Details on back



BANK-FUND STAFF FEDERAL
CREDIT UNION
1725 I ST NW SUITE 150, WASHINGTON, DC 20006-2406

for Deposit

⑆254074170⑆ 0000002615201⑆1099

Harland Clarke

MP



July 24, 2023

Subject: First Mortgage Pre-Qualification Request

To Whom It May Concern:

Bank-Fund Staff Federal Credit Union has received and reviewed a first mortgage pre-qualification request for Isabel Maria de Prado Gairaud and Jose Manuel Ortiz Benitez. Based on the stated income, stated assets and credit information provided, we are pleased to inform you that you have been pre-qualified for the following:

Purchase Price: \$560,000.00
First Mortgage Amount: \$445,000.00
First Mortgage Type: Conventional
Principal & Interest Payment: \$3,785.28 per month

Final commitment will be subject to review and approval of the following:

- Purchase Contract
- Satisfactory Appraisal
- Verification of income and assets
- Property Eligibility
- Standard Settlement Requirements (including lien release as applicable)
- No material changes in the borrower's financial condition
- Private Mortgage Insurance

Sincerely,

A handwritten signature in cursive script that reads "Adje Wilson".

Adje Wilson-Bahun
Mortgage Loan Officer
Phone Number: (202) 212 6346
Email Address: awbahun@bfsfcu.org
NMLS# 784861

This pre-qualification letter is valid until November 23, 2023.

*** This letter does not constitute an interest rate or program selection.**



4/2/2024

Subject: First Mortgage Approval Request

Borrowers(s): Isabel Maria de Prado Gairaud and Jose Manuel Ortiz Benitez

To Whom It May Concern:

The borrower(s) referenced above is/are approved up to the loan amount specified below, based on the information and documents provided to Bank-Fund Staff Federal Credit Union. The income, assets and credit information have been evaluated against current underwriting guidelines and market rates.

Purchase Price: **\$ 450,000.00**
First Mortgage Amount: **\$ 360,000.00**
First Mortgage Type: **Conventional**
Principal & Interest Payment: **\$ 2,187.40** per month

Please note that this is not a final approval or commitment to lend. The approved terms and loan amount are conditional and subject to change. The following items are needed for review and final approval:

- Purchase Contract
- Satisfactory Appraisal
- Property Eligibility
- Standard Settlement Requirements (including lien release as applicable)
- Mortgage Insurance (if applicable)
- No material changes in the borrower's financial condition

Sincerely,

Cynthia White

Phone Number: **(202) 212-6554**

Email Address: **crwhite@bfsfcu.org**

NMLS# **NMLS#**

This approval letter is valid until

* This letter does not constitute an interest rate or program selection.

Seller's Disclosure Statement

Instructions

These Instructions are to assist the Seller in completing the required Seller's Disclosure Statement in order to comply with the District of Columbia Residential Real Property Seller Disclosure Act.

1. Who must complete the Seller's Disclosure Statement?

The Seller must complete the Statement him or herself (not the broker, management company, condominium association, cooperative association, or homeowners association).

2. The Seller must provide the Seller's Disclosure Statement to the Purchaser for the following transactions:

The Act applies to the following types of transfers or sales of District of Columbia real estate:

- a. Where the property consists of one to four residential dwelling units, 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.

3. The Seller does not need to complete the Seller's Disclosure Statement for the following transactions:

- a. Court ordered transfers;
- b. Transfers to a mortgagee by a mortgagor in default;
- c. Transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- d. Transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- e. Transfers between co-tenants;
- f. Transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any 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.

4. When does the Seller's Disclosure Statement have to be provided to the Purchaser?

In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contractor lease with the transferor.

5. What information must the Seller disclose?

Answer ALL questions on the Seller's Disclosure Statement. If some items do not apply to your property, check "N/A" (not applicable). If you do not know the facts, check "UNKNOWN". Report actually known conditions referred to in the questions. Each disclosure must be made in "good faith" (honesty in fact in the making of the disclosure). Attach additional pages with your signature if additional space is required.

The Seller of a condominium unit, cooperative unit, or a lot in a homeowners association, is to provide information only as to the Seller's unit or lot, and not as to any common elements, common areas or other areas outside of the unit or lot.

6. What is the remedy if the Seller does not provide the Seller's Disclosure Statement to the Transferee?

If the Seller's Disclosure Statement is delivered after the purchaser executes the purchase agreement, installment sales contract or lease with an option to purchase, the purchaser may terminate the transaction by written notice to the seller not more than five (5) calendar days after receipt of the Seller's Disclosure Statement by the purchaser, and the deposit must be returned to the purchaser. The right to terminate is waived if not exercised before the earliest of:

- a. the making of an application for a mortgage loan (if the lender discloses 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.

7. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?

If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

8. How must a Seller deliver the Seller's Disclosure Statement to the Transferee?

The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transfer or of a facsimile is considered execution of the original.

SELLER'S PROPERTY CONDITION STATEMENT For Washington, DC

Purpose of Statement: This Statement is a disclosure by the Seller of the defects or information actually known by the Seller concerning the property, in compliance with the District of Columbia Residential Real Property Seller Disclosure Act. Unless otherwise advised, the Seller does not possess an expertise in construction, architecture, engineering, or any other specific area related to the construction of the improvements on the property or the land. Also, unless otherwise advised, the Seller has not conducted any inspection of generally inaccessible areas such as the foundation or roof. **THIS STATEMENT IS NOT A WARRANTY OF ANY KIND BY THE SELLER OR BY ANY AGENT REPRESENTING THE SELLER IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN.**

Seller Disclosure: The Seller discloses the following information with the knowledge that, even though this is not a warranty, the Seller specifically makes the following statements based on the seller's actual knowledge at the signing of this document. Upon receiving this statement from the Seller, the Seller's agent is required to provide a copy to the Buyer or the agent of the Buyer. The Seller authorizes its agent (s) to provide a copy of this statement to any prospective buyer or agent of such prospective buyer in connection with any actual or anticipated sale of property. The following are statements made solely by the Seller and are not the statements of the Seller's agent (s), if any. This information is a disclosure only and is not intended to be a part of any contract between Buyer and Seller.

The seller(s) completing this disclosure statement have owned the property from:		To:	-----
The seller(s) completing this disclosure have occupied the residence from:		To:	

642
Property Address: Washington, Dc 20011

The property is included in: **Condominium Association** **Cooperative** **Homeowners association with mandatory participation and fee**

If this is a sale of a condominium unit or cooperative unit, or in a homeowners association, this disclosure form provides information only as to the unit (as defined in the governing documents of the association) or lot (as defined in the covenants applicable to the lot), and not as to any common elements, common areas or other areas outside of the unit or lot.

A. Structural Conditions

1. Roof	<input type="checkbox"/> Roof is a common element maintained by condominium or cooperative (if you check this box, no further roof disclosure required; go to section B)		
	Age of Roof:	<input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input type="checkbox"/> 15+years <input checked="" type="checkbox"/> Unknown	
	Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments:	
	Does the seller have actual knowledge of any existing fire retardant treated plywood?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please provide comments:	

2. Fireplace/ Chimney(s)	Does the seller have actual knowledge of any defects in the working order of the fire places? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No Fireplace(s) If yes, please provide comments:	
	Does the seller know when the chimney(s) and/or flue were last inspected and/or serviced? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No chimneys or flues If yes, when were they last serviced or inspected?	

3. Basement	Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable If yes, please provide comments:	
	Does the seller have actual knowledge of any structural defects in the foundation? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable If yes, please provide comments:	

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

B. Operating Condition of Property Systems

1. Heating System	<input type="checkbox"/> Heating system is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on heating system required; go to section B.1.)	
	Type of System:	<input type="checkbox"/> Forced Air <input checked="" type="checkbox"/> Radiator <input type="checkbox"/> Heat Pump <input type="checkbox"/> Electric baseboard <input type="checkbox"/> Other
	Heating Fuel	<input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of system	<input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input checked="" type="checkbox"/> Unknown
	Does the heating system include a humidifier?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
	Does the heating system include an electronic air filter?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
	Does the seller have actual knowledge that heat is not supplied to any finished rooms? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Does the seller have actual knowledge of any defects in the heating system? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If installed, does the seller have actual knowledge of any defects with the humidifier and electronic filter? <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable <i>If yes, please provide comments:</i>	

2. Air Conditioning System	<input type="checkbox"/> Air conditioning is a common element maintained by condominium or cooperative (if you check this box, no further disclosure on the air conditioning system is required; go to section B.3.)	
	Type of system:	<input type="checkbox"/> Central AC <input type="checkbox"/> Heat Pump <input type="checkbox"/> Window/wall units <input type="checkbox"/> Other <input checked="" type="checkbox"/> Not Applicable
	AC Fuel:	<input type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Age of System:	<input type="checkbox"/> 0-5 years <input type="checkbox"/> 5-10 years <input type="checkbox"/> 10-15 years <input checked="" type="checkbox"/> Unknown
	Does the heating system include a humidifier?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
	Does the heating system include an electronic air filter?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
	If central AC, does the seller have actual knowledge that cooling is not supplied to any finished rooms? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable
	Does the seller have actual knowledge of any problems or defects in the cooling system? <i>If yes, please provide comments:</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not Applicable

3. Plumbing System	Type of material: (check all that apply) <input type="checkbox"/> Copper <input type="checkbox"/> Lead <input type="checkbox"/> Galvanized iron <input type="checkbox"/> Brass <input type="checkbox"/> PVC <input type="checkbox"/> Plastic polybutelene <input checked="" type="checkbox"/> Unknown
	Water Supply: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Well
	Sewage Disposal Treatment: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Septic tank <input type="checkbox"/> Cesspool <input type="checkbox"/> Onsite treatment
	Water Heater Fuel: <input checked="" type="checkbox"/> Natural Gas <input type="checkbox"/> Electric <input type="checkbox"/> Oil <input type="checkbox"/> Other
	Does the seller have actual knowledge of any defects with the plumbing system? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide comments:</i>

4. Water System	Does the seller have actual knowledge of the results of any lead tests conducted on the water supply of the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please test results:</i>
	Does the seller have actual knowledge that the property has been included on the DC Water service line map website (https://www.dcwater.com/leadmap , as of August 2019) as a property with a lead water service line on the private property or in public space? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any lead-bearing plumbing, including the water service line servicing the property? <input type="checkbox"/> Yes, there is a lead service line servicing the property <input type="checkbox"/> Yes, there is lead bearing plumbing on the property <input checked="" type="checkbox"/> No <i>Comments:</i>
	If there is a lead service line servicing the property, does the seller have actual knowledge that any portion of the lead water service line has been replaced? (Note: This applies to portions of the service line on private property and in public space). <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not applicable <i>If yes, please provide date(s) of replacement(s):</i>

5. Electrical System	Does the seller have actual knowledge of any defects in the electrical system, including the electrical fuses, circuit breakers, outlets, or wiring? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please test results:</i>
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C. Appliances and Fixtures

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

- | | | | |
|------------------------------|------------------------------|--|--|
| Range/Oven | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Dishwasher | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Refrigerator | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Rangehood/fan | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Microwave oven | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Garbage Disposal | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Sump Pump | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Trash compactor | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| TV antenna/controls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Not Applicable |
| Central vacuum | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Ceiling fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Attic fan | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Sauna/Hot tub | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Pool heater & equip | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Security System | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Intercom System | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Garage door opener | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| & remote controls | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Lawn sprinkler system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Water treatment system | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Smoke Detectors | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Carbon Monoxide detectors | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |
| Other Fixtures or Appliances | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Not Applicable |

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

D. Exterior/Environmental Issues

1. Exterior Drainage	Does the seller have actual knowledge of any problem with drainage on the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>
2. Damage to Property	Does the seller have actual knowledge whether the property has previously been damaged by: Fire: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Wind: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Flooding: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>
3. Wood destroying insects or rodents?	Does the seller have actual knowledge of any infestation or treatment for infestations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>
	Does the seller have actual knowledge of any prior damage or repairs due to a previous infestation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide comments:</i>

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

Certification and Signature

The seller(s) certifies that the information in this statement is true and correct to the best of their knowledge as known on the date of signature.

Signed by: Kimberly Yates 7/12/2024
Seller's Signature **Date**
KIMBERLY S. YATES, TRUSTEE OF THE MARY LUSBY SCOTT REVOCABLE TRUST & KIMBERLY S. YATES, TRUSTEE OF THE THOMAS WINFIELD SCOTT REVOCABLE TRUST

Seller's Signature **Date**

Buyer(s) have read and acknowledge receipt of this statement and acknowledge that this statement is made based upon the seller's actual knowledge as of the above date. This disclosure is not a substitute for any inspections or warranties which the buyer(s) may wish to obtain. This disclosure is NOT a statement, representation, or warranty by any of the seller's agents or any sub-agents as to the presence or absence of any condition, defect or malfunction or as to the nature of any condition, defect or malfunction.

Signed by: Jose Manuel Ortiz Bednitez 08/21/2024
Buyer's Signature **Date**
8/20/2024 6:39:26 PM EDT

Isabel de Pardo 08/21/2024
Buyer's Signature **Date**
8/21/2024 4:23:38 PM EDT



Inclusions/Exclusions Disclosure and Addendum

(Required for use with GCAAR Listing Agreement & Sales Contract)

PROPERTY ADDRESS: 6424 7th St., NW, Washington, DC 20011, Washington, Dc 20011

PERSONAL PROPERTY AND FIXTURES: The Property includes the following personal property and fixtures, if existing: built-in heating and central air conditioning equipment, plumbing and lighting fixtures, sump pump, attic and exhaust fans, storm windows, storm doors, screens, installed wall-to-wall carpeting, central vacuum system (with all hoses and attachments); shutters; window shades, blinds, window treatment hardware, mounting brackets for electronics components, smoke, carbon monoxide, and heat detectors; TV antennas; exterior trees and shrubs; and awnings. Unless otherwise agreed to herein, all surface or wall mounted electronic components/devices **DO NOT CONVEY**. The items checked below convey. If more than one of an item conveys, the number of items is noted in the blank.

KITCHEN APPLIANCES

- Stove/Range
- Cooktop
- Wall Oven
- Microwave
- Refrigerator
- w/ Ice Maker
- Wine Refrigerator
- Dishwasher
- Disposer
- Separate Ice Maker
- Separate Freezer
- Trash Compactor

ELECTRONICS

- Security Cameras
- Alarm System
- Intercom
- Satellite Dishes
- Video Doorbell

RECREATION

- Hot Tub/Spa, Equipment, & Cover
- Pool Equipment & Cover
- Sauna
- Playground Equipment

LIVING AREAS

- Fireplace Screen/Door
- Gas Log
- Ceiling Fans
- Window Fans
- Window Treatments

OTHER

- Storage Shed
- Garage Door Opener
- Garage Door Remote/Fob
- Back-up Generator
- Radon Remediation System
- Solar Panels (must include Solar Panel Seller Disclosure/Resale Addendum)

LAUNDRY

- Washer
- Dryer

WATER/HVAC

- Water Softener/Conditioner
- Electronic Air Filter
- Furnace Humidifier
- Window A/C Units

THE FOLLOWING ITEMS WILL BE REMOVED AND NOT REPLACED: _____

LEASED ITEMS, LEASED SYSTEMS & SERVICE CONTRACTS: Leased items/systems or service contracts, including but not limited to: appliances, fuel tanks, water treatment systems, lawn contracts, pest control contracts, security system and/or monitoring, and satellite contracts **DO NOT CONVEY** unless disclosed here: _____

CERTIFICATION: Seller certifies that Seller has completed this checklist disclosing what conveys with the Property.

Kimberly S. Yates, Trustee of The Mary Lusby Scott Revocable Trust & Kimberly S. Yates, Trustee of the Thomas Winfield Scott Revocable Trust
 Seller MARY SCOTT TRUSTEE Date _____ Seller Kimberly Yates Date 8/27/2024
DocuSigned by: D0AC37AEF56E44D...

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

The Contract of Sale dated _____ between Seller Kimberly S Yates Trustee of the Mary Lusby Scott Revocable Trust & Kimberly S Yates Trustee of the Thomas Winfield Scott Revocable Trust and Buyer _____

Signed by: _____ for the Property referenced above is hereby amended by the incorporation of this Addendum. 08/20/2024
Kimberly Yates 8/27/2024 Isabel de Prado 8/27/2024 6:24:04 PM EDT

Seller (sign only after Buyer) _____ Date _____ Buyer _____ Date 08/20/2024
 Seller (sign only after Buyer) _____ Date _____ Buyer Jose Manuel Ortiz Bednitez 8/20/2024 6:39:27 PM EDT Date _____

LEAD-BASED PAINT DISCLOSURE FORM FOR DC REAL ESTATE SALES



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

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

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

Are you a POTENTIAL BUYER?

Review this page carefully before following instructions on page two.

Are you a PROPERTY OWNER?

You will need the following information to complete this form:

- Copies of any lead-based paint, assessments, or surveys related to the property.
- The latest version of the EPA Protect Your Family From Lead in Your Home pamphlet.
- Knowledge about lead-contaminated dust/soil and condition of the paint on the property.
- Knowledge about any lead-related legal actions taken against the property.

Property owners and managers: keep the signed original of this form on record for at least 6 years from the date of the most recent signature, as you may be audited by the DC Department of Energy and Environment.

What to look for inside the property or in the property's common areas:

- Peeling, chipping, chalking, cracking, or damaged paint.
- Lead-based paint on windows, doors, stairs, railings, banisters, porches, or other high-wear surfaces that children might chew.
- Lead that is present in bare soil.
- Lead dust that forms when lead-based paint is scraped, sanded, or heated, or when painted surfaces with lead in them bump or rub together.
- Surfaces with lead paint chips/dust, or settled dust that reenters the air through vacuuming or sweeping.

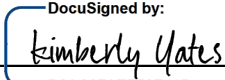
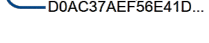
For more information see The District of Columbia Lead-Hazard Prevention and Elimination Act of 2008, D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35 and 745. Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention. <http://bit.ly/federallead>.

If you need help in your language, please call 202-535-2600. | በአማርኛ እርዳታ ከፈለጉ በ 202-535-2600 ይደውሉ። | Si necesita ayuda en Español, por favor llame al 202-535-2600. | Si vous avez besoin d'aide en Français appelez-le 202-535-2600. | 如果您需要中文服務，請致電 202-535-2600 | 한국어로 도움이 필요합니까? 무료 한국어통역: 202-535-2600 | Nếu quý vị cần giúp đỡ bằng tiếng Việt, xin gọi 202-535-2600.

IF YOU ARE:	YOU NEED TO:
The property owner	<ul style="list-style-type: none"> ■ Complete Sections A and B. ■ Provide a copy to the buyer.
The potential buyer	<ul style="list-style-type: none"> ■ Carefully review Section B. ■ Sign Section C.



SECTION A: PROPERTY OWNER'S SIGNATURE

Property Address:	St NW, Washington, DC 20011	Unit:	Washington, DC	Zip: 20011
I am the owner of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property, and lead reports.				
Owner Name:	Kimberly S. Yates, Trustee of The Mary Lusby Scott Revocable Trust	Signature:		
Owner Name:	& Kimberly S. Yates, Trustee of the Thomas Winfield Scott Revocable Trust	Signature:		

SECTION B: INFORMATION ABOUT LEAD-BASED PAINT IN THIS PROPERTY

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there lead-based paint inside or around the property, including common area(s)?

Yes, in the following location(s): _____

No, I am not aware of any lead-based paint, but because the property was built before 1978 it is assumed to be present.

To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

No Yes, in the following locations(s): _____
For more space attach a summary

Does DC Government have any pending actions related to lead-based paint for this property?
Check all that apply

A notice of violation
 A notice of lead-based paint hazards
 An administrative order to eliminate lead-based paint hazards
 Other notices or orders related to lead-based paint. **Please list:** _____

There are no pending actions related to lead-based paint at this property.

Are there any reports or documents about lead-based paint or lead-based paint hazards at this property (including in bare soil and sheds, garages, common area(s) or other appurtenances)?
This includes reports or documents provided to you by a previous or current owner, tenant, property manager, DC Government agency, or contractor.



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

SECTION C: BUYER'S ACKNOWLEDGEMENT

I was provided this form and the *Protect Your Family from Lead in Your Home* pamphlet before I signed a 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 lead-based paint hazards at this property (including on bare soil and sheds, garages, or other appurtenances) .

Name:	Jose M Ortiz Benitez	Signature:		Date:	08/21/2024
Name:	Maria Isabel Deprado Gairaud	Signature:		Date:	08/21/2024





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.

Jonathan Wilson BE98368578 and Demers Real Estate, Inc.
(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.)

 Isabel de Pardo 08/21/2024
8/21/2024 3:16:02 PM EDT
Acknowledged Date

 Jose Manuel Ortiz Bednitez 08/20/2024
8/20/2024 6:39:30 PM EDT
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.



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 Kimberly S Yates Trustee of the Mary Lusby Scott Revocable Trust & Kimberly S Yates Trustee of the Thomas Winfield Scott Revocable Trust (Seller)
 for the purchase of the real property located at Address _____ **713 TUCKERMAN NW, Washington, DC 20011**
 Unit # _____ City **Washington** State **Dc** Zip Code **20011**, Parking Space(s) # _____
 Storage Unit # _____ with the legal description of Lot **0010** Block/Square **3163**
 Section _____ Subdivision/Project Name **Brightwood** Tax Account # _____

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. HERITAGE TREES: Pursuant to DC Code § 8-651.02(3A), a heritage tree is a tree with a circumference of 100 inches or more. Pursuant to D.C. Code § 8-651.04a there are restrictions, penalties and/or fines that may be levied for removal of Heritage Trees. Seller discloses there IS, OR IS NOT, a Heritage Tree, or trees, on the property.

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: Urban Soil

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>.

DocuSigned by: _____ 7/12/2024 _____
 Seller Kimberly Yates Date _____ Seller _____ Date _____
 Kimberly S Yates Trustee of The Mary Lusby Scott
 Revocable Trust & Kimberly S. Yates, Trustee of
 the Thomas Winfield Scott Revocable Trust

PART II. RESALE ADDENDUM

Kimberly S Yates Trustee of The Mary Lusby Scott Revocable Trust &
Kimberly S Yates Trustee of the Thomas Winfield Scott Revocable Trust

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. 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 (sign only after Buyer)	Date	Buyer	Date
Seller (sign only after Buyer)	Date	Buyer	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.

Eddie Moy

and

Demers Real Estate, Inc.

(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



LF232X

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Previous editions of this form should be destroyed.



07/2005



Tenancy Addendum for District of Columbia (Single-Family Accommodation)

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

The Contract of Sale dated 07/11/24, Address 6424 7TH ST

City WASHINGTON, State DC Zip 20012

between Seller ~~Kimberly S. Yates, V. OF LUSBY SCOTT REVOCABLE TRUST~~ & ~~KIMBERLY S. YATES, TRUSTEE~~ Kimberly S. Yates, Trustee of the Mary Lusby Scott Revocable Trust and the Thomas Winfield Scott Revocable Trust and

Initial
ky

Buyer Isabel Maria De Prado Gairaud Jose Manuel Ortiz Benitez is hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract.

1. **BUYER ACKNOWLEDGEMENT:** Buyer acknowledges that there are a number of legal issues/requirements a landlord in the District of Columbia 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 the eviction process. Buyer is advised to consult the appropriate District of Columbia department and/or obtain legal counsel regarding such matters.

2. **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 subject to existing tenancy(ies) and/or lease(s) as follows:

Tenant Name(s)	Unit#	Current Rent	Copy of Lease Attached	Tenacy Conveys
St. John's Community services, District of Columbia		\$2,400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

- A. **Possession:** Buyer and Seller agree that Buyer's obligation to complete Settlement IS IS NOT (choose one) contingent upon Seller delivering the Property vacant and free of tenancies at Settlement. Seller will give possession of Property at Settlement subject to existing tenancy(ies) and leases as indicated above.
- B. **Adjustments:** Rents are to be adjusted to the Settlement Date. Security deposits and any accrued interest thereon are to be paid to Buyer at the time of Settlement.
- C. **Seller Obligation:** Without the prior written consent of Buyer, Seller shall not modify the terms of or terminate any tenancy(ies) intended to convey. In addition, the Seller will not enter into any new leases or tenancies with respect to the Property. Seller shall keep Buyer and Brokers apprised of all tenancy-related correspondence and negotiations with Tenant(s), and any actions required to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.

3. **TENANT OPPORTUNITY TO PURCHASE ("TOPA"):** TOPA provides certain tenants in the District of Columbia with the opportunity to purchase their rental accommodation, pursuant to DC Official Code §42-3404 et seq., as amended on July 3, 2018. Only qualifying elderly or disabled tenants in Single-Family Accommodations are afforded the opportunity to purchase their rental accommodations.

A Single-Family Accommodation is defined as (A) a housing accommodation, whether freestanding or attached, and the appurtenant land that contains: (i) one single-family dwelling; or (ii) one single-family dwelling with one accessory dwelling unit or (B) a single rental unit in a condominium, cooperative, or homeowners association.

A. **Required Notice to all Tenants:** In compliance with DC Official Code §42-3404.09, Seller must send, on the same day, to each Tenant individually and the District of Columbia Office of Tenant Advocate ("OTA"), as well as to the Mayor in care of the Department of Housing and Community Development ("DHCD") the following required TOPA Notices on forms provided by DHCD:

- 1) A completed Notice to Tenant of Landlord's Receipt or Solicitation of an Offer to Sell the Single-Family Accommodation and Notice of Intent to Sell ("Form 1");
- 2) A blank Letter to Landlord ("Form 2"); and
- 3) A blank Response Letter to DHCD if Claiming Elderly or Disabled Status ("Form 4").

If Seller has not already provided to Tenant(s), OTA, and DHCD Forms 1, 2 and 4, Seller represents and agrees that, within 5 Business Days after Ratification of this Contract, Seller will send said Forms.

B. Notices for Elderly and Disabled Tenants: In compliance with DC Official Code §42-3404, following receipt of Form 1, tenants

have 20 days to send to landlord and DHCD Form 2 claiming to have signed a written lease on or before March 31, 2018, to have occupied the accommodation by April 15, 2018, and to be elderly (62 years of age or older) or disabled, thereby meeting the necessary requirements in order to receive further rights under TOPA.

Seller IS or IS NOT in receipt of Form 2 from Tenant(s). If in receipt of Form 2, Seller (choose one):

- HAS** provided on _____ to Tenant(s) and the Mayor a written Offer of Sale and Tenant Opportunity
Date
to Purchase Without A Third Party Sale Contract ("Form 3B"), a copy of which is attached hereto. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to the Tenant(s) and DHCD by certified mail, or a delivery service providing delivery tracking confirmation, the 15-day Right of First Refusal for a Single Family Accommodation (Form 3C) together with a copy of this Contract.
- HAS NOT** provided to Tenant(s) and DHCD Form 3B. Seller represents and agrees that within 5 Business Days after Date of Ratification of this Contract, Seller will send to the Tenant(s) and DHCD by certified mail, the Offer of Sale and Tenant Opportunity to Purchase With A Third Party Sale Contract (Form 3A), which Notice also contains the 15-day right of first refusal.

4. TOPA COMPLIANCE: Seller agrees to contact Settlement Agent within 3 Business Days of Ratification to ensure Buyer's ability to procure an owner's title insurance policy without exception to TOPA and to determine that Seller is either in compliance with both TOPA Notice requirements and title insurance underwriting requirements pertaining to TOPA ("TOPA Compliance") or to establish the necessary steps to be in compliance with such requirements. Accomplishing TOPA Compliance requires Delivery to the Settlement Agent of specific documentation satisfactory to the title insurance underwriter, including but not limited to, copies of the required TOPA Notices and evidence of their Delivery.

A. Buyer's Right to Void: In the event that Seller has not accomplished TOPA Compliance, within 60 days following the Date of Ratification ("Deadline"), Buyer may, at any time thereafter, but prior to Seller accomplishing TOPA Compliance, Deliver Notice that this Contract will become Void at 6:00 p.m. on the 3rd Day following Delivery of Buyer's Notice, unless prior to that date and time, Seller has accomplished TOPA Compliance, in which case, this Contract will remain in full force and effect.

B. 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.

C. GENERAL PROVISIONS: Seller shall keep Buyer and Brokers apprised of all correspondence, contracts, and other developments with respect to any TOPA-related 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.

Signed by: Kimberly Yates 8/27/2024

Seller _____ Date _____ Buyer _____ Date _____

Seller _____ Date _____ Buyer _____ Date _____

*** Revised September 2018**

“TOPA – Tenant Opportunity to Purchase Act Forms”

The Rental Conversion and Sale Division of DC’s Department of Housing and Community Development administers several laws, including the Tenant Opportunity to Purchase Act (TOPA).

Note: On July 3, 2018 a new law became effective that exempts single family dwellings from TOPA, unless occupied by certain elderly or disabled tenants.

Please click on DHCDs summary link for more information:

<https://dhcd.dc.gov/>

To access ALL TOPA related documents, including new forms, are accessible at the DHCD (District of Columbia Dept. of Housing and Community Development) click the below link. **Please note, changes are anticipated for the next few months on the forms.**

<https://dhcd.dc.gov/service/condo>

