



# Listing Agreement for Improved Real Property

(For use in Montgomery County and Washington, DC – Attach Jurisdictional Addendum and Required Disclosures)

Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdivision/Project: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Known as Lot(s) \_\_\_\_\_ Block/Square: \_\_\_\_\_ Tax ID# \_\_\_\_\_

Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_

**1. SELLER (List all Sellers):** \_\_\_\_\_

Mailing address, if different: \_\_\_\_\_

Office Telephone: \_\_\_\_\_ Office/Home Fax: \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Cell Phone(s): \_\_\_\_\_ / \_\_\_\_\_

Email Addresses: \_\_\_\_\_ / \_\_\_\_\_

**2. BROKER: SSG Real Estate, LLC** MRIS BROKER CODE **SSGR1** OFFICE ID: \_\_\_\_\_

Office Address: **9033 Armendown Dr., Springfield, VA 22152**

Office Telephone: **(202) 596-9349** Office Fax: **(860) 371-3738**

Listing Agent: **Avi Ron** Direct Line: **(202) 596-9349** License #: **PB98369379**

Home Phone: \_\_\_\_\_ Cell Phone: **(202) 596-9349** Email: **sales@ssgrealestate.com**

**3. PURPOSE:** This Agreement ("Agreement") between Seller and Broker grants to Broker the exclusive right to sell, exchange or convey the herein described property ("Property"), together with all improvements, rights and easements thereon and under the terms and conditions set forth herein. Please be aware that certain parking spaces and storage units may be Common Elements for general use, Limited Common Elements, or separately Deeded as stated in the association documents.

Unit #	Separately Deeded?	Conveys? If so, #
Parking Space(s) #		
_____	<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
Storage Unit(s) #		
_____	<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

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4. **LISTING PRICE:** The Property is offered for sale at a listing price ("Listing Price") of \$ \_\_\_\_\_ with a minimum deposit of \_\_\_\_\_ % or such other price and deposit as is later agreed upon in writing.

5. **LISTING PERIOD:** This Agreement commences when signed and expires at midnight on \_\_\_\_\_ ("Listing Period"). Unless Seller instructs Listing Broker otherwise in writing, this listing must be entered into MRIS within 48 hours (excluding weekends and holidays) after necessary signatures have been obtained. The listing shall not be advertised in any system or venue until the listing has been first entered into MRIS. All listings shall be available for showing immediately upon their entry.

Seller hereby instructs the listing agent to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If a sales contract is ratified before this Agreement expires, providing for settlement beyond the Listing Period, the terms hereof shall be extended automatically until final disposition of the sales contract.

6. **BROKER'S FEE:**

A. **Fee:** Seller agrees to pay to Broker 6.000 % of the sale price or \$ \_\_\_\_\_ (strike one) and an additional flat fee in the amount of \$ 495.- Trans. fee as Broker's Fee ("Broker's Fee"). The amount of Broker's Fee is stated in this Contract and is not prescribed by law or established by any membership organization with which the Broker is affiliated. Seller acknowledges that Broker's Fee shall be earned and payable in the event that:

- (1) Seller enters into a sales contract during the listing period, with any buyer procured by seller, listing broker, or his sales associates, or other brokers or their sales associates, or any other buyer, provided the buyer performs and settles on said contract.
- (2) Further, such Broker's Fee shall be paid if the Property is sold, exchanged, conveyed, or otherwise transferred within 180 days after the expiration of the Listing Period or termination of this Agreement (the "Protection Period") to anyone to whom the Property has been shown by Broker or anyone else, including the Seller, during the Listing Period, unless a valid listing agreement is entered into during the term of said Protection Period with another licensed real estate broker.

B. **Authority to Cooperate With and Compensate Other Brokers:** Seller authorizes Broker to cooperate with other brokers as subagents of Broker ("Subagents") and/or as Brokers retained by prospective buyers to represent buyer's interests ("Buyer Agents and Dual Agents"). Broker shall pay to Subagent's Broker, who has earned and is entitled to share in the Broker's Fee, 2.500 % of the Sales Price. Broker shall pay to any Buyer Agent's Broker who has earned and is entitled to share in the Broker's Fee 2.500 % of the Sales Price.

C. **Payment of Broker's Fee:** Payment of Broker's Fee is due at Settlement, unless Seller, after contract acceptance, fails to perform or is otherwise in default of the sales contract, or executes a release of the sales contract to which the Broker is not a party. In such case, the Broker's entire fee is due no later than the agreed settlement date.

D. **Forfeiture of Deposit:** If the earnest money deposit ("Deposit") is forfeited, or if there is an award of damages by a court or a compromise agreement between the Seller and Purchaser, the Broker may accept and the Seller agrees to pay the Broker one-half of the Deposit in lieu of a Broker's Fee (provided Broker's share of any forfeited Deposit will not exceed the amount which would have otherwise been due at Settlement).

E. **Default by Buyer:** If Seller enters into a contract with a Buyer during the original listing period, and Buyer subsequently defaults, then the original listing period is extended by the number of days property was under contract.

F. **Attorney's Fees:** If Broker prevails in any action brought to obtain payment of the Broker's Fee, Broker shall also be entitled to recover in such action Broker's reasonable attorney's fees and court costs.

7. **AGENCY:** The State of Maryland and Washington, DC have each adopted specific laws governing the disclosure of agency relationships and dual agency (i.e., the situation where the listing and selling agents are associated with the same broker). For this reason, all applicable jurisdictional Agency disclosure forms have been made available to Seller who acknowledges receipt of those checked below:

**Maryland**

- Understanding Whom Real Estate Agents Represent  
 Consent For Dual Agency

**Washington, DC**

- Consent for Dual Representation and Designated Representation in the District of Columbia

8. **AUTHORIZATIONS:**

A. **Sign:** Seller authorizes Broker to install a "For Sale" sign on the Property, in accordance with applicable zoning ordinances and community association regulations.

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**B. Key and KeyBox:**

1) Use: Seller authorizes Broker to allow key-entry showings and the installation of a KeyBox and the delivery of door access keys for use by the Greater Capital Area Association of REALTORS®, Inc. ("GCAAR") members and members of current REALTOR® Associations Signatory to the ELECTRONIC KEYBOX SERVICE AGREEMENT ("Authorized Users") to access the Property and to accompany prospective buyers, inspectors, appraisers, exterminators and other parties necessary for showings and inspecting the Property. Affiliate or non-affiliate members (i.e., inspectors, appraisers, estimators) may have access for their business purposes with permission of the Listing Agent through One Day Showing Codes for a definitive period of time.

2) Limited Access Showing Codes: Seller hereby: (Seller to initial applicable line):

ONE DAY Showing Code:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **AUTHORIZES** use of a one day showing code.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ **DOES NOT AUTHORIZE** use of a one day showing code.

It is understood by Seller that there is a possibility that a person may use the access code in an unauthorized manner. Therefore, caution should be used with these codes as such codes will allow certain individuals to access the property without an electronic record as to their identity. The seller recognizes that it is often desirable and advantageous to Seller and may expedite the sale of their Property to have such access available.

3) Leased Property: If the Property is under lease during the Listing Period, Seller will furnish Broker with a written authorization, signed by all lessees, authorizing the use of a KeyBox and/or keys.

4) Private Insurance: Seller is advised to take all precautions for safekeeping of valuables and to maintain appropriate insurance through Seller's own insurance company.

5) Liability: Seller agrees that he, his heirs and assigns shall indemnify, save and hold harmless said Broker, his agents, and his affiliated brokers, salespeople, cooperating brokers, subagents, affiliate members with key(s) and with KeyBox access and other individuals who have use through a One Day Access Code and the Greater Capital Area Association of REALTORS®, Inc., from any and all claims, loss or liability arising from the use of said key(s) or Key Boxes, including Broker's negligence, breach of contract or any wrongdoing exclusive of gross negligence or willful misconduct. Seller assumes all risk of any loss, damage and injury, except those caused by gross negligence or willful misconduct of any party.

**9. MARKETING/VIRTUAL OFFICE WEBSITES ("VOW"):**

**Internet Marketing Options:** Certain features may be displayed on the websites of MLS participants, including:

Seller to Initial      **YES**   **NO**:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_        1) Seller authorizes the listed Property to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see information about the listed property in response to their search.

**Initial here** \_\_\_\_\_/\_\_\_\_\_

If "No" was selected for Option 1, skip Options 2-4. If "Yes" was selected for Option 1, continue to Options 2-4

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_        2) Seller authorizes the listing address, (including house/unit numbers and street name) to be displayed on the internet.

If Seller has selected "No" for this Option, a consumer who conducts searches for listings on the Internet will not see this particular information about the listed Property in response to their search.

**Initial here** \_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_        3) Seller authorizes the display of an automated estimate of the market value of the property (or a hyperlink to such estimate) on MLS participants' websites.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_        4) Seller authorizes the display of unedited comments or reviews of the property (or display a hyperlink to such comments or reviews) on MLS participants' websites. (aka the "Blogging Feature")

During the term of this agreement, Seller may, by written request to Broker, authorize Broker to enable or disable use of either feature as described above. Broker agrees to promptly transmit the request to the MLS. Broker is further authorized to and shall market the Property through various means including, but not limited to entering the Property into the applicable multiple listing service(s) ("MLS"), installing a sign, interior and exterior photographing the Property and installing a lock box. Seller authorizes Broker to market Property, including use of address and interior and exterior photographs, in media which may include, but not be limited to publications at Broker's discretion. Seller acknowledges that Broker is bound by the bylaws, policies and procedures and rules and regulations governing MRIS and the Key Box system seller. Seller hereby authorizes Broker to report any contract of sale with sales price and terms of sale to MRIS for dissemination, in accordance with MRIS rules and policies.

**10. INCLUSIONS/EXCLUSIONS:** Unless otherwise negotiated in the sales contract, the sales price shall include those items of personal property as described in the attached INCLUSIONS/EXCLUSIONS DISCLOSURE. It is recommended that this Disclosure be left at the Property for prospective buyers.

**11. PROPERTY CONDITION AND DISCLOSURE OF MATERIAL FACTS:**

**A. Legal Requirement:** Seller acknowledges that the Broker has informed Seller of Seller's obligations to provide a property condition disclosure to prospective buyers, as defined in applicable jurisdictional forms attached hereto.

**B. Indemnify:** Seller agrees to indemnify, save, and hold Broker and his sales associates harmless from all claims, complaints, disputes, litigation, judgments and attorney's fees arising from any incorrect information supplied by Seller or from Seller's failure to disclose any material facts.

**C. Hazardous Materials and Conditions:** There are environmental conditions and hazardous materials that could affect the Property and sale. Broker does not have the technical expertise to advise Seller of their presence. Seller may employ an expert to inspect for same. In the event Seller conducts such tests and makes reports available to Broker, Seller authorizes Broker to make said reports available to prospective buyers.

**D. Amend as Applicable:** Seller agrees to amend in writing the applicable Disclosures, if any material change affecting the Property occurs during the Listing Period.

**12. LEAD PAINT REGULATIONS:** A SELLER WHO FAILS TO GIVE THE REQUIRED LEAD-BASED PAINT DISCLOSURE FORM AND EPA PAMPHLET ENTITLED "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" MAY BE LIABLE UNDER THE ACT 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 Federal Lead-Based Paint Disclosure Form for a period of three (3) years following the date of settlement.

**13. TERMITE/WOOD-DESTROYING INSECTS:** Seller agrees to provide access to the Property for an inspection to determine evidence of infestation by termites and/or other wood-destroying insects. This inspection is in addition to the pre-settlement inspection and other inspections as agreed to in the sales contract. The inspection shall include the house, garage or other outbuildings and any fences abutting the house, as may be required by the sales contract. If infestation or damage exists, then prior to or at settlement, Seller agrees, at Seller's expense, to treat infestation and repair damage in accordance with the terms of the contract of sale or lender requirements. In the event Seller accepts a contract that includes VA financing, Seller agrees to reimburse Buyer for the reasonable cost of said inspection.

**14. ENCUMBRANCES/LIENS/OTHER TITLE MATTERS:** Seller represents that no other person or entity owns any portion of the Property or has any ownership rights to the Property. Seller has the capacity to convey clear title and that the Property is not subject to any right to purchase, lease or acquisition by virtue of an existing option, right of first refusal or other agreement. Seller agrees not to negotiate new leases, or extend existing leases, during the Listing Period without written notification to Broker.

Seller warrants clear title and agrees to provide sufficient cash to discharge at settlement all liens and encumbrances including, but not limited to, existing deeds of trust, home equity loans, mechanic's liens, deferred transportation-related facility charges/taxes, tax judgment liens, property taxes, Coop, Condo, HOA fees or any specific unit assessments. Seller shall comply with all orders, requirements, or notices of violations of any county or local authority, condominium unit owners' association, homeowner's or property owners' association or actions in any court on account thereof, against or affecting the Property on the date of settlement. Title is to be good and marketable, and insurable by a licensed title insurance company with no additional risk premium. In case action is required to perfect the title, such action must be taken promptly by the Seller at the Sellers' expense. Seller shall convey the Property by special warranty deed. Seller shall 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 pay-off or assumption information from any existing lender(s) and/or lien holder(s).

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Seller discloses to Broker that the following are the only existing liens/encumbrances against the Property and existing matters that could affect the title to the Property, and further agrees to disclose any new liens or matters which arise during the Listing Period:

**Yes/No:**

- /  1). Is the Property security for a first mortgage or Deed of Trust loan? If yes, held by (Lender or Servicer's Name): \_\_\_\_\_ with an approximate balance of \$ \_\_\_\_\_ .
- /  2). Is the Property security for a second mortgage or Deed of Trust loan? If yes, held by (Lender or Servicer's Name): \_\_\_\_\_ with an approximate balance of \$ \_\_\_\_\_ .
- /  3). Is the Property security for a line of credit or home equity line of credit? If yes, held by (Lender or Servicer's Name): \_\_\_\_\_ with an approximate balance of \$ \_\_\_\_\_ .
- /  4). Is the Property owned FREE AND CLEAR of any liens/loans or equity lines of credit? Please note that a lien may still exist if there is an equity line of credit even if the seller has no current balance on the equity line.
- /  5). Is the Seller **current** on all payments for the loan(s) identified in numbered items 1, 2, and 3 above?
- /  6). Is the Seller in default on any of the loans identified in numbered items 1, 2, and 3 above for which the Seller has received any notices of such default(s), notice of threatened foreclosure or notice of the actual filing of foreclosure?
- /  7). Are there any liens filed or secured against the Property for Federal, State or local income taxes; unpaid real property taxes; or unpaid cooperative, condominium or homeowners' association fees/assessments; or utility liens?
- /  8). Are there any judgments against Seller (including each Seller for jointly held property) or does the Seller have any knowledge of any matter that might result in a judgment that may potentially affect the property?
- /  9). Has the Seller filed for bankruptcy protection under United States law, or is the Seller contemplating doing so during the term of this Listing Agreement? Seller must immediately notify Broker if Seller files during the term of this Listing Agreement.
- /  10). Is this Property subject to an estate?
- /  11). Is there a deceased co-owner? If yes, a death certificate will be required at settlement.
- /  12). Is there a pending divorce proceeding? If yes, please attach a copy of any Separation Agreement.
- /  13). Are there any other legal proceedings pending that could result in a judgment against the Seller or affect the property? If yes, please list below: \_\_\_\_\_
- /  14). Could this transaction result in a Short Sale? If yes, the **Short Sale Addendum to Listing Contract (GCAAR Form 930) must be attached.**

**During the term of the Listing Agreement, should any change occur with respect to any of the answers to items 1-14 above, Seller shall IMMEDIATELY give written Notice to Broker and Listing Agent of such change(s).**

**15. OWNERSHIP WITH ASSESSMENTS:**  Condominium OR  Cooperative OR  Homeowners Association (HOA)

Name of Subdivision/Project: \_\_\_\_\_  
Management Company: \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_  
Normal Assessment \$ \_\_\_\_\_ Additional/Special Assessment \$ \_\_\_\_\_  
Outstanding Balance \$ \_\_\_\_\_ Seller agrees to abide by disclosure requirements of local statutes governing condominiums, cooperatives or homeowner associations by completing required disclosure addenda and by furnishing Buyer, at Seller's expense, a current "resale" certificate and pertinent documents, for the Cooperative, Condominium and/or Homeowner's Association in which Property is located.

**16. SMOKE DETECTOR REQUIREMENTS:** Seller shall have smoke detectors installed and operational in accordance with the requirements of the jurisdiction in which the Property is located prior to settlement of any sale.

**17. FAIR HOUSING LAWS:** In compliance with federal fair housing regulations, the Property shall be made available to all persons without regard to race, color, religion, national origin, sex, physical or mental handicaps or familial status. Additional protected classes exist for the District of Columbia, the State of Maryland and some local jurisdictions.

**18. CLOSING COSTS:** Seller acknowledges that Buyers have the right to select the title insurance company, settlement or escrow company or title attorney. Seller agrees to pay settlement costs including, but not limited to, the release of liens or encumbrances against the property, deed preparation, other legal document preparation, courier/delivery charges, reasonable settlement fees, and, in addition, transfer and recordation taxes and any other costs agreed upon in the sales contract.

**19. TAXES:** Section 1445 of the Internal Revenue Service (IRS) Code may require the settlement agent to report the gross sales price, Seller's federal tax identification number and other required information to the IRS. Seller will provide to the settlement agent such information at the time of settlement. In certain situations, the IRS requires a percentage (currently 10%) of the sales price to be withheld from Seller's proceeds (for the payment of capital gains tax due, if any) if Seller is a foreign person for purposes of U.S. income taxation. A foreign person includes, but is not limited to, non-resident aliens, foreign corporations, foreign partnerships, foreign trusts or foreign estates.

Seller represents that Seller  is OR  is not a foreign person for purposes of U.S. income taxation.

**20. GENERAL PROVISIONS:**

**A. Laws and Regulations:** Seller acknowledges that Broker must comply with federal, state and local laws and regulations as well as real estate licensing laws and regulations of either the District of Columbia or the State of Maryland.

**B. Competing Properties:** Seller understands that Broker may have or obtain listings of other similar properties and that potential buyers may consider, make offers on, or purchase through Broker properties that are similar to Seller's property. Seller consents to Broker's representation of Sellers and Buyers of other similar properties before, during and after the expiration of this Agreement.

**C. Subsequent Offers:** Upon receipt by Broker of a ratified contract of sale pursuant to this Listing Agreement, Broker shall have no further obligation hereunder to procure any additional purchase offers.

**D. Delivery:** Delivery or Delivered means hand carried, sent by overnight delivery service, sent by wired or electronic medium which produces a tangible record of the transmission (such as telegram, mailgram, telecopier or "Fax", email which includes an attachment with an actual copy of the executed instruments being transmitted, 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.

**E. Notice:** This agreement shall be deemed enforceable when it and all addenda and any modifications thereto have been signed, initialed where required by Seller and Broker (or Supervising Manager), and Delivered to the other party.

**F. Paragraph Headings:** The Paragraph headings in this Agreement are for reference and convenience only, and do not define or limit the intent, rights or obligations of the parties.

**G. Definitions:** The singular shall include the plural, the plural the singular, and the use of either gender shall include the other gender.

**H. "Buyer"** means "purchaser" and vice versa.

**21. AUTHORITY TO DISCLOSE EXISTING OFFERS:** Seller is advised that prospective buyers or cooperating brokers may inquire of Broker or Broker's agents the existence of other offers for the purchase of the Property. Disclosure of other offers could result in the buyer making the highest and best offer as promptly as possible or such disclosure could result in the interested buyer electing not to make an offer.

Seller(s) hereby  Authorizes OR  Does NOT Authorize

The Broker to disclose the existence of other offers on the Property in response to inquiries from buyers or cooperating brokers. Such disclosure will include the source of offers (the listing licensee, another licensee in the listing firm, or a cooperating broker).

**22. BINDING AGREEMENT:**

**A.** This Agreement contains the entire legally binding agreement between Seller and Broker and cannot be changed except with written consent of all parties. Any prior discussion between the parties concerning this subject matter is superseded by this Agreement.

**B.** This Agreement shall survive execution and delivery of the deed and shall not be merged therein. If this Agreement is signed by more than one person, it shall constitute the joint and several obligations of each party. Further, this Agreement is binding upon the parties, their personal representatives, successors, heirs and assigns.

**C.** This Agreement shall be interpreted and construed in accordance with the laws of the jurisdiction where the Property is located.

**D.** Seller hereby acknowledges that he has read and understands this Agreement, understands he may seek legal advice prior to signing it, and acknowledges that all information provided to Broker by Seller is true and correct to the best of Seller's knowledge. Seller hereby acknowledges receipt of a copy of this legally binding agreement and agrees to be bound by its terms and conditions.

23. **TERMINATION:** This Agreement may be terminated prior to the expiration date only by mutual written Agreement of the Parties.

24. **ADDITIONAL TERMS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please check if only sole seller**

\_\_\_\_\_  
Seller Date Company: **SSG Real Estate, LLC**

\_\_\_\_\_  
Seller Date By: \_\_\_\_\_  
Broker/Supervising Manager (Signature) Date

\_\_\_\_\_  
Seller Date **Avi Ron**  
Broker/Supervising Manager (Print Name)

**NOTE: If signing for any other seller of Property, attach appropriate Power of Attorney or Letter of Administration as applicable. An Original document will be required for settlement.**

\_\_\_\_\_  
Listing Agent Date  
**Avi Ron**



### Inclusions/Exclusions Attachment to Listing Agreement Disclosure and/or Addendum

Property Address: \_\_\_\_\_

#### PART I. Inclusions/Exclusions Disclosure

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

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

#### OTHER \_\_\_\_\_

#### AS IS ITEMS

Seller does not warrant the condition or working order of the following items and/or systems: \_\_\_\_\_

#### LEASED ITEMS

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

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

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

#### PART II. Inclusions/Exclusions Addendum

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

The parties agree that Part I of this Addendum shall replace and supersede the provisions of the Inclusions/Exclusions paragraph of the MAR Residential Contract of Sale or the Personal Property Fixtures and Utilities paragraph of the Regional Sales Contract as applicable.

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

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

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## Washington, DC Jurisdictional Addendum to the Listing Agreement for Improved Real Property

*(It is recommended that this document be provided to potential Buyers with other disclosures.)*

Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_

Subdivision/Project: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Lot (s) \_\_\_\_\_ Square: \_\_\_\_\_ Tax ID# \_\_\_\_\_ Parking Space(s) # \_\_\_\_\_

Storage Unit(s) # \_\_\_\_\_ Date: \_\_\_\_\_

**1. AGENCY DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations regarding agency disclosure under the "Real Estate Licensing Act of 1996," Act 11-502, DC law. For more information on this topic, Seller should speak with Broker/Listing Agent and consult the DC Real Estate Commission's pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions."

**2. FAIR HOUSING REGULATIONS:** Seller acknowledges that the District of Columbia Human Rights Act requires that, in addition to federal protected classes, all properties shall be made available to all persons without regard to race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business of any individual.

**3. RECORDATION AND TRANSFER TAXES:** Rates vary with the sales price and based on property type. See <http://otr.cfo.dc.gov/otr/site/default.asp>. Unless otherwise negotiated in a Contract of Sale, the following will apply:

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

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

**4. TENANCY:** Seller represents that the Property  is OR  is not offered for sale subject to an existing residential lease. If the property is tenant occupied form #1314 is hereby provided.

**5. CONDOMINIUM/COOPERATIVE/HOMEOWNER'S ASSOCIATION ASSESSMENTS:** (Check all that apply) The Property is located in a  not applicable  Condominium Association or  Cooperative Association and/or  Homeowner's Association with mandatory fees (HOA) or  Other \_\_\_\_\_

Complete the following for all boxes checked above:

Name of Project/Subdivision: \_\_\_\_\_

Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Name of Project/Subdivision: \_\_\_\_\_

Management Company: \_\_\_\_\_ Telephone: \_\_\_\_\_

Regular Periodic Fee: \$ \_\_\_\_\_ per \_\_\_\_\_ Special Assessments: \$ \_\_\_\_\_

Are there any assessments or fees approved yet not assessed?  Yes  No. If yes, amount \$ \_\_\_\_\_ and explain reason for assessment: \_\_\_\_\_

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**6. SELLER DISCLOSURE:**

- A. Unless Seller is otherwise exempt, pursuant to D.C. Code §45-951, prior to the submission of an offer a Buyer is entitled to a Seller's Disclosure Statement
- B. The Seller represents that seller is exempt from disclosure.  Yes  No.

**7. LEAD-BASED PAINT HAZARD:** Unless otherwise exempt, a Seller of property built prior to 1978 is required to provide to to a Buyer the Federal Lead-Based Paint Disclosure Form and EPA Pamphlet "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards. Not doing so may subject Seller to treble damages under the Act. The Seller represents that residential Property  was built prior to 1978 OR  was not built prior to 1978 OR  building date is **uncertain**. If the dwelling(s) was built prior to 1978 or if the building date is uncertain, a Contract will not be deemed complete and not ratified unless it includes, and the Seller and Buyer both accept the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, whereby the Buyer acknowledges receipt of required Lead Paint Information and has either taken the opportunity to incorporate a Lead-Based Paint Inspection contingency or waived such a right. The Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of 3 years following the date of settlement.

**8. D.C. SOIL DISCLOSURE REQUIREMENTS:** The characteristic of the soil on the subject Property as described by the Soil Conservation Service of the United States Department of Agriculture in the Soil Survey of the District of Columbia published in 1976 and as shown on the Soil Maps of the District of Columbia is \_\_\_\_\_ . For further information, Seller can contact a soil testing laboratory, the District of Columbia Department of Environmental Services, or the Soil Conservation Service of the Department of Agriculture.

**9. UNDERGROUND STORAGE TANK DISCLOSURE:** (Applicable to single family properties only). In accordance with the requirements of Section 3(g) of the District of Columbia Underground Storage Tank Management Act of 1990 (D.C. Code Section 6-995.2), 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 Broker that Seller has no knowledge of the existence or removal during Seller's ownership of the Property of any underground storage tank ("UST") as that term is defined in the Act and the Regulations, except as follows:

Seller **knows** of existence or removal of UST OR  Seller **has no knowledge** of existence or removal of UST. If answered affirmatively, Seller agrees to provide a written disclosure to prospective purchasers.

**10. RECEIPT OF INFORMATION AND COMPLETION OF DISCLOSURES:** Seller acknowledges receipt of information or Seller's completion of the following disclosures and authorizes Broker to make them available to prospective purchasers:

- District of Columbia form, "Seller's Disclosure Statement."
- Federal form, "Information and Disclosure of Lead-Based Paint and Lead Based Paint Hazards." (Pre-1978 properties.)
- EPA Pamphlet, "Protect Your Family From Lead in Your Home." (Recommended for pre-1978 properties.)
- GCAAR form 911, "Inclusions/Exclusions Disclosure."
- Underground storage tank disclosure, if applicable.
- DC Real Estate Commission's Pamphlet, "A Real Estate Licensee's Role in Conducting Real Estate Transactions." (Recommended)
- NAR Pamphlet, "What Everyone Should Know About Equal Opportunity in Housing?" (Recommended)

\_\_\_\_\_  
Seller/Owner Date

\_\_\_\_\_  
Seller/Owner Date



## **SELLER'S DISCLOSURE STATEMENT**

### **Instructions to the Seller for Seller's Disclosure Statement**

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

**1. Who must complete the Seller's Disclosure Statement?** The Seller, not the broker and not the management company, condominium association, cooperative association or homeowners association.

**2. In what types of transactions must the Seller provide the Seller's Disclosure Statement to the Purchaser?** The Act applies to the following types of transfers or sales of District of Columbia real estate:

- (a) where the property consists of one to four residential dwelling units, and,
- (b) the transaction's a sale, exchange, installment land contract, lease with an option to purchase, or any other option to purchase, and,
- (c) the purchaser expresses, in writing, an interest to reside in the property to be transferred.

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

- (a) court ordered transfers;
- (b) transfers to a mortgagee by a mortgagor in default;
- (c) transfers by sale under a power of sale in a deed of trust or mortgage or any foreclosure sale under a decree of foreclosure or deed in lieu of foreclosures;
- (d) transfers by a non-occupant fiduciary administering a decedent's estate, guardianship, conservatorship or trust;
- (e) transfers between co-tenants;
- (f) transfers made to the transferor's spouse, parent, grandparent, child, grandchild or sibling (or any combinations of the foregoing);
- (g) transfer between spouses under a divorce judgment incidental to such a judgment;
- (h) transfers or exchanges to or from any governmental entity; and
- (i) transfers made by a person of newly constructed residential property that has not been inhabited.

**3. When does the Seller's Disclosure Statement have to be provided to the Purchaser?** In a sale, before or at the time the prospective transferee executes a purchase agreement with the transferor. In an installment sales contract (where a binding purchase contract has not been executed), or in the case of a lease with no option to purchase, before or at the time the prospective transferee executes the installment sales contract or lease with the transferor.

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

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

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

GCAAR Form #919 – DC Seller's Disclosure

Page 1 of 7

Revised March 2007

SSG Real Estate LLC 9033 Armendown Dr. Springfield, VA 22152

Phone: (202)596-9349

Fax: (860)371-3738

Avtallyon Ron

DC - Listing -

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## **SELLER'S DISCLOSURE STATEMENT**

### **Instructions to the Seller for Seller's Disclosure Statement**

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

- (a) the making of an application for a mortgage loan (if the lender discloses that the right to rescind terminates on submission of the application); or
- (b) settlement or date of occupancy in the case of a sale; or
- (c) occupancy in the case of a lease with an option to purchase.

**6. If the Seller finds out different information after providing the Seller's Disclosure Statement to the Purchaser, how does this impact a ratified contract?** If information becomes inaccurate after delivery of the disclosure form, the inaccuracy shall not be grounds for terminating the transaction.

**7. How must a Seller deliver the Seller's Disclosure Statement to the Transferee?** The Seller's Disclosure Statement must be delivered by personal delivery, facsimile delivery, or by registered mail to the transferee. Execution by the transferor of a facsimile is considered execution of the original.

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

**SELLER'S PROPERTY CONDITION STATEMENT**  
**For Washington, DC**

**Property Address:** \_\_\_\_\_

Is the property included in a:

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

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

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

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

**The seller(s) completing this disclosure statement have owned the property from** \_\_\_\_\_  
**to** \_\_\_\_\_ .

**The seller(s) completing this disclosure have occupied the residence from** \_\_\_\_\_  
**to** \_\_\_\_\_ .

**A. Structural Conditions**

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

Age of Roof     0-5 years     5-10 years     10-15 years     15+ years     Unknown

Does the seller have actual knowledge of any current leaks or evidence of moisture from roof?

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

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

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

**2. Fireplace/Chimney(s)**

Does the seller have actual knowledge of any defects in the working order of the fireplaces?

Yes     No     No Fireplace(s)

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

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

Yes     No     No chimneys or flues

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

**3. Basement**

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement?

- Yes       No       Not Applicable

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

Does the seller have actual knowledge of any structural defects in the foundation?

- Yes       No

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

**4. Walls and floors**

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

- Yes       No

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

**5. Insulation**

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

- Yes       No

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

**6. Windows**

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

- Yes       No

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

**B. Operating Condition of Property Systems**

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

Type of system     Forced Air       Radiator       Heat Pump

Electric baseboard     Other

Heating Fuel     Natural Gas       Electric       Oil       Other

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

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

- Yes       No

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

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

- Yes       No

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

Does the heating system include:

Humidifier     Yes       No       Unknown

Electronic air filter     Yes       No       Unknown

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

- Yes       No       Not Applicable

If no, comments: \_\_\_\_\_

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

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

Other       Not Applicable

Air Conditioning Fuel     Natural Gas       Electric     Oil     Other

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

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

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

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

Yes  No  Not Applicable

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

### 3. Plumbing System

Type of system  Copper  Galvanized  Plastic Polybutelene  Unknown

Water Supply  Public  Well

Sewage Disposal  Public  Well

Water Heater Fuel  Natural Gas  Electric  Oil  Other

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

Yes  No

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

### 4. Electrical System

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

Yes  No

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

## C. Appliances

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

Range/Oven  Yes  No  Not Applicable

Dishwasher  Yes  No  Not Applicable

Refrigerator  Yes  No  Not Applicable

Range hood/fan  Yes  No  Not Applicable

Microwave oven  Yes  No  Not Applicable

Garbage Disposal  Yes  No  Not Applicable

Sump Pump  Yes  No  Not Applicable

Trash compactor  Yes  No  Not Applicable

TV antenna/controls  Yes  No  Not Applicable

Central vacuum  Yes  No  Not Applicable

Ceiling fan  Yes  No  Not Applicable

Attic fan  Yes  No  Not Applicable

Sauna/Hot tub  Yes  No  Not Applicable

Pool heater & equip.  Yes  No  Not Applicable

Security System  Yes  No  Not Applicable

Intercom System  Yes  No  Not Applicable

Garage door opener  Yes  No  Not Applicable

& remote controls  Yes  No  Not Applicable

Lawn sprinkler system  Yes  No  Not Applicable

Water treatment system  Yes  No  Not Applicable

Smoke Detectors  Yes  No  Not Applicable

Carbon Monoxide Detectors  Yes  No  Not Applicable

Other Fixtures  Yes  No  Not Applicable

Or Appliances  Yes  No  Not Applicable

If yes to any of the above, described defects: \_\_\_\_\_

**D. Exterior/Environmental Issues**

**1. Exterior Drainage**

Does the seller have actual knowledge of any problem with drainage on the property?

Yes  No

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

**2. Damage to property**

Does the seller have actual knowledge whether the property has previously been damaged by:

Fire  Yes  No

Wind  Yes  No

Flooding  Yes  No

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

\_\_\_\_\_

**3. Wood destroying insects or rodents?**

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

Yes  No

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

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

Yes  No

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

**4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?**

Yes  No

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

**5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?**

Yes  No

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

**6. Does the seller have actual knowledge that this property is a D.C. Landmark included in a designated historic district or is designated a historic property?**

Yes  No

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

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

Yes  No

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



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

Yes       No

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

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

Property Address: \_\_\_\_\_ Year Constructed \_\_\_\_\_

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards  
Federal Lead Warning Statement**

A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A **tenant** must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a **buyer** conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

**Seller's/Landlord's Disclosure**

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

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

(ii) \_\_\_\_/\_\_\_\_ Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

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

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

**Buyer's/Tenant's Acknowledgment (initial)**

(c) \_\_\_\_/\_\_\_\_ Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.

(d) \_\_\_\_/\_\_\_\_ Buyer/Tenant has received the pamphlet *Protect Your Family from Lead In Your Home*.

(e) **Buyer** has (initial (i) or (ii) below):

(i) \_\_\_\_/\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

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

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_ Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

\_\_\_\_\_  
Seller/Landlord Date

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Seller/Landlord Date

\_\_\_\_\_  
Buyer/Tenant Date

\_\_\_\_\_  
Seller's/Landlord's Agent Date

\_\_\_\_\_  
Buyer's/Tenant's Agent Date

Avi Ron



10/07





**Competitive Market Analysis (CMA) Notice  
(To be used as the first page on a CMA)**

**THIS ANALYSIS IS NOT AN APPRAISAL. IT IS INTENDED ONLY FOR THE PURPOSE OF ASSISTING BUYERS OR SELLERS OR PROSPECTIVE BUYERS OR SELLERS IN DECIDING THE LISTING, OFFERING OR SALE PRICE OF THE REAL PROPERTY.**

THE REAL ESTATE LICENSEE WHO HAS PREPARED THIS CMA IS NOT AN APPRAISER. THIS ANALYSIS HAS NOT BEEN PERFORMED IN ACCORDANCE WITH THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL, WHICH REQUIRES VALUERS TO ACT AS UNBIASED, DISINTERESTED THIRD PARTIES WITH IMPARTIALITY, OBJECTIVITY, AND INDEPENDENCE, AND WITHOUT ACCOMMODATION OF PERSONAL INTEREST. THIS CMA IS NOT TO BE CONSTRUED AS AN APPRAISAL AND MAY NOT BE USED AS SUCH FOR ANY PURPOSE.

THE ACTUAL APPRAISED VALUE OF THE PROPERTY MAY BE SIGNIFICANTLY HIGHER OR LOWER THAN THE RANGE OF PRICES REFLECTED IN THIS CMA BASED UPON APPLICABLE APPRAISAL STANDARDS.

The real estate licensee preparing this CMA: \_\_\_\_\_ has experience with the type of property for which this CMA was prepared and the property is within the real estate licensee's field of expertise; **OR** \_\_\_\_\_ does not have such experience and the property is outside the real estate licensee's field of expertise.

Another person who is competent or such type of property \_\_\_\_\_ was **OR** \_\_\_\_\_ was not engaged to assist the real estate licensee in the preparation of this CMA. If another person was engaged, the name of the person is \_\_\_\_\_ and the person's contribution in the preparation of this CMA is as follows:

\_\_\_\_\_

The real estate licensee \_\_\_\_\_ does **OR** \_\_\_\_\_ does not have an ownership interest in any of the comparable properties included in this CMA. If the real estate licensee has such an ownership interest, the property is identified as follows:

\_\_\_\_\_

The undersigned have read the Notice and disclosures as made above and hereby acknowledge receipt of this Notice.

\_\_\_\_\_ Date

\_\_\_\_\_ Date

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**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.

Avi Ron - PB98369379 and SSG Real Estate, LLC  
 (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): Avi Ron

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

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## Short Sale Addendum to the Listing Agreement

(For use in Montgomery County and Washington, DC)

Property Address \_\_\_\_\_  
 Unit \_\_\_\_\_ Subdivision/Project \_\_\_\_\_  
 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Known as Lot(s) \_\_\_\_\_ Block/Square \_\_\_\_\_ Tax ID# \_\_\_\_\_  
 Parking Space(s) # \_\_\_\_\_ Storage Unit(s) # \_\_\_\_\_

**1. SHORT SALE DEFINED:** A Short Sale occurs when the Seller's net proceeds of sale are insufficient to pay off the liens on the Property and the Seller is unable to bring sufficient funds to settlement to satisfy the holders of the liens (Creditors). As such, Seller must receive approval from Creditors to accept Seller's net proceeds of sale in exchange for releasing the liens.

**2. SHORT SALE CONSIDERATIONS:**

**A. Credit and Tax Considerations:** A Short Sale may adversely affect the Seller's credit score. If Creditors agree to a Short Sale, the debt may not be forgiven entirely, which requires the Seller to pay the difference as a personal obligation. If the lien is insured by FHA or guaranteed by VA, Seller may be required to pay the difference. A Short Sale in which a portion of the debt is forgiven may be considered a relief of debt and may be treated as income for tax purposes. Seller is advised to consult independent legal counsel and a professional tax advisor prior to entering into a contract that may result in a Short Sale.

**B. Options:** Seller acknowledges there may be options other than a Short Sale, such as loan modification, revised repayment plan, refinance, or entry into a lender's loan mitigation program. Seller is advised to explore all available options with Creditors.

**3. SELLER ACKNOWLEDGMENT:** Seller acknowledges that a sale of this property may result in a Short Sale. Seller agrees to cooperate with Broker and Creditors to obtain information regarding the amount owed on the Property. Seller shall complete all necessary authorization and release forms required by Creditors.

**4. APPROVAL PROCESS:** Obtaining approval of Creditors for a Short Sale involves documentation similar to that required for the original loan application. The Seller must generally establish that the Seller is financially incapable of paying the Creditors. The Seller agrees to promptly submit to Creditors all requested documentation, including but not limited to W-2 forms, bank statements, tax returns, hardship letter stating the reason the Creditors should consider granting a Short Sale, and other requested financial documents disclosing income, assets, and debt. The Seller acknowledges that Creditors' approval of a Short Sale may take weeks or months to obtain, if approved at all. Broker has no control over Creditors' decisions.

**5. AUTHORITY TO DISCLOSE EXISTENCE OF SHORT SALE:** Seller is advised that prospective Buyers, Brokers and Agents are entitled to be advised that this Property is or may be a Short Sale and is subject to third party approval. Seller hereby authorizes Broker to include the disclosure of this information in the Multiple Listing Service, any advertising, as well as in any contract of sale.

**Disclaimer:** Seller acknowledges that Broker cannot provide legal, tax, or financial advice. Broker may facilitate the transaction through communication with Creditors; however, Broker will not negotiate the terms and conditions of the Short Sale on behalf of the Seller. Seller or Seller's legal/financial representative is solely responsible for negotiating the payoff of debts. Seller agrees to hold harmless Broker, its officers, Agents, and employees from any liability that may arise from broker's facilitation of this transaction.

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

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

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## Amendment to Listing Agreement - Change of Status

To ensure proper servicing, this form must be completely filled out.

Date: \_\_\_\_\_ MRIS Number: \_\_\_\_\_

To: \_\_\_\_\_, Broker

The undersigned owners of the property known as \_\_\_\_\_  
(Address)

\_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip)  
filed in the Metropolitan Regional Information System (MRIS) for \$ \_\_\_\_\_

on \_\_\_\_\_, hereby authorizes the following changes:

1. **EXTENSION** of expiration date to \_\_\_\_\_

2. **CHANGE** of price to \$ \_\_\_\_\_

3. **CHANGES** of terms/conditions \_\_\_\_\_

This agreement, the receipt of a copy of which is acknowledged, is made a part of the original listing contract, effective immediately. All other provisions of the listing are to remain the same.

\_\_\_\_\_  
Seller/Owner (indicate if sole owner) Date

Company: SSG Real Estate, LLC

\_\_\_\_\_  
Seller/Owner Date

By: \_\_\_\_\_  
Broker/Supervising Manager (Signature) Date

\_\_\_\_\_  
Broker/Supervising Manager (Print Name)

NOTE: If signing for any other owner of Property, attach appropriate Power of Attorney or Letter of Administration as applicable.

\_\_\_\_\_  
Listing Agent  
Avi Ron Date

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