



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

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. **PROPERTY CONDITION DISCLOSURE:** The Seller acknowledges that the Broker has informed Seller of his rights and obligations under the District of Columbia Residential Real Property Seller Disclosure Act. Seller is exempt from Seller's Disclosure Act.
4. **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 U5C
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.
5. **RECORDATION AND TRANSFER TAXES:** The D.C. Transfer Tax will be paid by the Seller and the D.C. Recordation Tax will be paid by the Buyer.
6. **TENANCY:** Seller represents that the Property is OR is not offered for sale subject to an existing residential lease. If answered affirmatively, Seller acknowledges said Term is from 2004 to Present at a monthly rental of \$ 1450. Seller agrees to notify Lessee of Lessee's right to purchase the Property according to the provisions of the current Title IV (Tenant Opportunity to Purchase) of the Rental Housing Conversion and Sale Act of 1980, as amended (DC Law3-86). Seller agrees not to offer the Property for rent or extend existing leases during Listing Period, except as said extension may be required by Title V (Eviction Controls) of the Rental Housing Act of 1985.
7. **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.
8. **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, "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

Andrew Finkelman

Date

11/21/08

Seller/Owner

Date

3760 39th Street NW # A-139, Washington, DC 20016
Property Address

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GCAAR Form # 916 - Listing Agreement, Jurisdictional Addendum - DC
(Previously form #910B)

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5/01

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Phone: 3016520400 Fax: 301-652-4444 Barbara J. Bernpohl

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Finkelman.zfx



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

Property Address: 3760 39th Street NW # A-139, Washington, DC 20016

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.

Table with 4 columns: Yes/No, #, Items, Yes/No, #, Items, Yes/No, #, Items. Lists various household items like Alarm System, Freezer, Satellite Dish, etc.

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: N/A

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 Andrew Finkelman Date 11/21/08 Seller Date

PART II. Inclusions/Exclusions Addendum

The Contract of Sale dated between Seller Andrew Finkelman 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 11/21/08 Buyer Date

Seller Date Buyer Date

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SELLER'S PROPERTY CONDITION STATEMENT

For Washington, DC

3760 39th Street NW # A-139

Property Address: Washington, DC 20016

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 07/05/2000
to Present.

The seller(s) completing this disclosure have occupied the residence from 7/5/00
to July 2003.

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? _____

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

3. Basement

Does the seller have actual knowledge of any current leaks or evidence of moisture in the basement? Yes No Not Applicable

If yes, comments: _____

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). Heat Pump

Type of system Forced Air Radiator Other

Heating Fuel Electric baseboard 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

Air Conditioning Fuel Other Not Applicable

Air Conditioning Fuel Natural Gas Electric Oil Other

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

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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 Yes No Not Applicable

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:

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

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: _____

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

8. Does the seller have actual knowledge if an facade 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

Andrew Finkelman

11/21/08
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

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

Seller further represents and agrees that within two (2) days after final ratification of this Contract Seller will hand-deliver to the Tenant(s) and send by first class mail the notice of right of first refusal required by District of Columbia law and regulations and a copy of this Contract. In the event that prior to the date of this Contract Seller has not provided to the Tenant(s) a written notice of the intended sale of the Property and a bona fide offer of sale, Seller represents and agrees that within two (2) days after final ratification of this Contract Seller will hand-deliver and send by first class mail to the Tenant(s) a written notice of the intended sale of the Property, a bona fide offer of sale, the required notice of right of first refusal and a copy of this Contract. Upon or after execution of a Contract of sale of the Property between Seller and the Tenant(s), at the option of Buyer (exercisable by written notice to Seller) this Contract shall be void and the deposit hereunder shall be returned to Buyer. If, however, the Tenant(s) shall fail to exercise the foregoing rights to purchase the Property or shall execute and deliver a valid rejection of said rights, then this Contract shall remain in full force and effect. The Seller shall keep Buyer and the Agents apprised of all negotiations, correspondence, Contracts and other developments with respect to negotiations with the Tenant(s). All actions required hereunder to be taken by Seller shall be taken in accordance with District of Columbia law and regulations.

6. **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 \$300,000.00 or the purchase price is less than or equal to \$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 (foreign person). 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). Seller represents that Seller is not a foreign person and agrees to execute an affidavit to this effect at the time of settlement.

7. **CONDOMINIUM/COOPERATIVE/HOMEOWNERS ASSOCIATION.** Seller represents that this property is is not subject to a condominium, cooperative or homeowners association that is entitled to assess a mandatory fee. The current fee is 336 per MO.

8. **ADDITIONAL DEFAULT PROVISIONS:** The first paragraph of Paragraph 26 of the Regional Contract is replaced with the following:

Buyer will be in Default even if the Financing Contingency has not been removed if Settlement does not occur on the Settlement Date as a result of any of the following:

- (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 the lender's reasonable requirements in a timely and diligent manner; OR
- (c) Application is made with an alternative lender (one other than the lender who provided Lender's Letter) and the alternative lender fails to meet the Settlement Date; OR
- (d) Does not have the down payment, closing fees and any other required funds, including without limitation, any additional funds required to be tendered by Buyer if the Appraisal is lower than the Sales Price, provided the Contract is not contingent on an Appraisal or the Appraisal Contingency has been removed; 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 for property insurance, if required, by lender 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. **NOTICES.** All notices under the contract shall be in writing. Notices to the Seller shall be effective when delivered to the Seller or an Agent of the Seller named in the contract (including a Dual Representative, or a Designated Representative assigned to the Seller, as applicable, or alternatively, to the Agent's Supervising Manager.) Notices to the Buyer shall be effective when delivered to the Buyer or an Agent of the Buyer named in the contract (including a Dual Representative, or Designated Representative assigned to the Buyer, as applicable, or alternatively, to the Agent's Supervising Manager). "Purchaser" means "Buyer" and vice versa. "Delivery" means hand carried, sent by overnight delivery service, sent by wire 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. The provisions of this paragraph regarding delivery of notices shall also be applicable to delivery of resale packages for condominiums, cooperatives and/or homeowners associations as may be required in a separate addendum.

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GCAAR Form # 1313 Washington DC Jurisdictional Addendum

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(Previously Form # 114)

10/2008


10. UNDERGROUND STORAGE TANK DISCLOSURE. (Applicable to single family sales 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 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: N/A

I hereby certify that I have received and read a copy of the disclosure notice in this paragraph prior to signing this Contract.

Buyer: _____

11. DEFINITIONS

- A. Days: "Day" or "Days" means calendar days unless otherwise specified.
- B. Business Days: "Business Days", whenever used, means Monday through Friday, excluding federal holidays.
- C. Computation of Time Periods: For the purpose of computing time periods, the first Day will be the Day following Delivery, and the time period will end at 9 p.m. on the Day specified.
- D. 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.

Seller  Buyer _____
 Andrew Finkelman Date 11/21/08 Buyer _____
 Date _____ Date _____

.....
 2839 Marshall St.
 Falls Church, VA 22042
 Seller's address Buyer's address

 Seller's address _____

 Buyer's address _____

Seller's address Buyer's address

 (202) 321-7495 _____

 Seller's telephone number Buyer's telephone number

Seller's facsimile number Buyer's facsimile number

 Seller's email address Buyer's email address



**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.

BARBARA J. BERMPOHL DC-SP # 96867 and RE/MAX Realty Services
(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) Barbara J. Bermpohl Date 11-24-08
Barbara J. Bermpohl

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GCAAR Form #1002- DC - Disclosure of Brokerage Relationship Page 1 of 1

(Formerly Form #143)
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07/2005



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

(To be attached to all listing agreements and buyer or tenant brokerage agreements for transactions in the District of Columbia.)

"Designated Representation" occurs when the Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with a different licensee affiliated with the same firm. Each of the licensees, known as Designated Representatives, represents fully the interest of his/her individual clients. The Supervising Broker is a Dual Representative of both the Buyer and Seller, and must not disclose information obtained in confidence to other parties in the transaction.

- If the Seller or Landlord does not consent to Designated Representation, the property may not be shown by any licensees affiliated with the brokerage firm that have entered into a representation agreement with a prospective Buyer or Tenant.
 - If the Buyer or Tenant does not consent to Designated Agency, the Buyer or Tenant may not be shown any properties listed by other licensees affiliated with the brokerage firm.
- Prior to entering into a contract in which the buyer and seller are represented by Designated Representatives, the relationship of both Designated Agents must be disclosed/confirmed in writing.

"Dual Representation" occurs when Seller or Landlord has entered into a listing agreement with a licensee and the Buyer or Tenant has entered into a buyer brokerage agreement with the same licensee. When the parties agree to dual representation, the ability of the licensee and the brokerage firm to represent either party fully and exclusively is limited. The confidentiality of all clients shall be maintained.

- If the Seller or Landlord does not consent to Dual Representation, the property may not be shown by the licensee to any prospective Buyers or Tenants that have entered into a buyer brokerage agreement with the licensee.
- If the Buyer or Tenant does not consent to Dual Agency, the licensee may not show any properties listed by the licensee.
- Prior to entering into a contract in which the buyer and seller are represented by Dual Agency, this relationship must be disclosed/confirmed in writing.

I (We) consent to **Designated Representation**, acknowledging the broker/firm RE/MAX Realty Services, may represent both the seller(s) and buyer(s) or landlords and tenants, and the sales associate, Barbara Bempohl, license # DC SP # 96867 as the Designated Representative for the party indicated below:

Seller(s) or Buyers(s)
 Landlord(s) or Tenant(s)

I (We) do not consent to **Designated Representation**

I (We) consent to **Dual Representation**, acknowledging the broker/firm _____, license # _____, **NOT PERMITTED PER COMPANY POLICY**, and the sales associate, _____, license # _____, may represent both the seller(s) and buyer(s) (or landlord(s) and tenant(s)), as the **Dual Representatives** for the both parties indicated below:

Sellers(s) and Buyer(s)
 Landlord(s) and Tenant(s)

I (We) do not consent to **Dual Representation**

Signed Andrew Finkelman 11/21/08

 Date

Signed _____

 Date

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