



# Ashland Auction Group

920 S. Conkling St. Baltimore, MD 21224

Phone (410) 488-3124 Fax (410) 488-3125

Washington, DC Office: 1725 I Street N.W. Suite 300 Washington, DC 20006 Phone (202) 304-1550

[www.AshlandAuction.com](http://www.AshlandAuction.com)

## Real Estate Contract of Sale

I/We, \_\_\_\_\_ (Purchaser)

have this \_\_\_\_\_, 2020 purchased the property known as:

900 Burns St. SE Washington, D.C. 20019 (Tax ID # 5382//0833)

**BID PRICE:** \$ \_\_\_\_\_ Dollars

**BUYER'S PREMIUM:** \$ \_\_\_\_\_ Dollars

BUYER'S PREMIUM: 10% of the Bid Price or \$1,000 Auction Service Fee, whichever amount is greater, has been added to the Purchaser's highest bid. The highest bid, plus the Buyer's Premium referenced herein, equals the Total Purchase Price. The Buyer's Premium shall not be considered commission related to the sale of real estate but rather a fee associated with the auctioneer's services.

**TOTAL PURCHASE PRICE (Including Buyer's Premium):** \$ \_\_\_\_\_ Dollars

**INITIAL DEPOSIT:** \$ 25,000 (Paid at Auction) A deposit of \$25,000 in the form of a cashier's check or certified funds is required at time of sale. The deposits must be increased to 10% of the purchase price within 72 hours.

Upon execution hereof, Purchaser agrees to deposit cash or certified funds in the amount listed below with Ashland Auction Group, LLC. All deposits are held by Ashland Auction Group, LLC in a non- interest bearing escrow account. Balance of purchase price shall be due from Purchaser at closing. Failure to make Deposit in full is a default hereunder. The Deposit will be forfeited if settlement is not completed on or before the Settlement Date.

**ANNUAL GROUND RENT:** \$ Fee Simple

**Time is of the Essence of every provision herein containing a time element.**

**CONDITION OF THE PROPERTY:** The Purchaser is responsible for conducting his own due diligence concerning the Property. The Property may be subject to a ground rent, covenants, conditions, restrictions and the like, and is sold subject to existing housing, building and zoning code violations as well as potential environmental problems, violations and/or remedial agreements. The Purchaser agrees and acknowledges that the Property is sold and accepted in "AS- IS, WHERE- IS" condition without any expressed or implied warranties as to the nature, physical condition, description, use, structural integrity, construction, workmanship, materials, habitability, zoning, environmental condition, fitness for a particular use, purpose or merchantability.

**MARKETABLE TITLE:** Upon payment of the purchase price, a Deed for the property shall be executed by the Seller and shall convey the property to the Buyer. Title to the property shall be good and marketable, free of liens, encumbrances, subject to all applicable ground rent, covenants, conditions, restrictions, easements, rights of way, laws, ordinances, regulations, charges, taxes and assessments, rights of others in party walls of the Property, and any other matters of record. The buyer has the right to choose his own settlement agent or attorney to conduct settlement.

In the event that Seller cannot convey good and marketable title, the Purchaser(s) sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit, this sale shall be null and void and of no effect, and the Purchaser shall have no further claim against the Seller(s) or Auctioneers.

**DEFAULT:** In the event of default by Purchaser in accordance with the terms of this contract, the deposit shall be forfeited. In addition, Seller reserves the right to pursue any and all legal remedies available at law or equity including the right to maintain an action for specific performance or to have property resold at the risk and expense of the defaulting Purchaser.

**POSSESSION:** Seller agrees to give possession and occupancy at time of closing. All Adjustments are made as of settlement date.

Auctioneer assumes no responsibility for the condition or property or for the performance of this Contract by any and all parties. Purchaser hereby warrants and represents that Auctioneer has not made and statements, representation or warranty regarding the condition of the premises, zoning conditions, governmental requirements or environmental matters, guarantees or warranties of the like, upon which Purchaser has relied and which is not contained in the Contract.

Property is being sold subject to existing tenant or occupant of dwelling. Property sold subject to Tenant's First Right of Refusal, if property is occupied. Property is being sold subject to any valid, any invalid, or no lead certification from the DC Department of Energy & Environment.

**GOVERNING LAW:** This contract is executed in District of Columbia and shall be governed by, and interpreted in accordance with, the laws of the District of Columbia.

**SETTLEMENT DATE:** Settlement to occur within **45 days** from contract ratification date. If Purchaser fails to complete settlement on or before the Settlement Date, the Purchaser shall be in default and subject to the following: The deposit will be forfeited. The property will be sold at the risk and expense of the defaulting Purchaser and the defaulting Purchaser shall be responsible for all fees, costs, expenses, including attorneys' fees.

**Settlement shall be automatically be extended an additional 45 days in the event the Settlement Company and/or Settlement Attorney needs to clear or cure any additional title issues that would prevent the Settlement Company/ Attorney from obtaining Insurable Title.**

**Once title clearance is obtained by Buyer's Settlement Company and/or Settlement Attorney, the Settlement Company/ Attorney shall notify all parties. Notification shall be delivered via any of the following: Phone Call, Email, US Mail and/or Facsimile. Buyer and Seller shall settle on said property within 5 business days of such notification.**

**SETTLEMENT:** At Settlement the Purchaser shall pay the Final Purchase Price less the amount of the Deposit, plus any and all fees and expenses associated with the transfer, including but not limited to: fees for the preparation of the deed and other documents, settlement fees, title search and examination fees, title insurance premium(s). **All** documentary stamps, transfer taxes and other costs incident to settlement shall be paid by the Purchaser. Rents, taxes, water and sewer charges, front foot benefit and house connection charges, condominium unit owners' association, homeowners' and/or property owners' association regular periodic assessments (if any) and any other operating charges, are to be adjusted to the settlement date. Any heating or cooking fuels remaining in supply tank(s) as of the Settlement Date will become the property of the Purchaser.

The property will be sold in "As Is" condition without express or implied warranty as to the nature and description of the improvements. The property will be sold subject to easements, agreements, restrictions or covenants of record affecting the same, if any. Dimensions and acreage are more or less. Time is of the essence as to the terms of this contract.

**1031 TAX EXCHANGE:** The seller of this property may facilitate this sale by use of a 1031 Exchange, and the buyer agrees to sign additional 1031 Exchange documents if required.

The undersigned hereby ratify, accept and agree to the contract and acknowledge receipt of a copy thereof.

**CONDITION OF PROPERTY:** THE PURCHASER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, RIGHT OF EMINENT DOMAIN OR SIMILAR PROCESS AND CONSEQUENTLY AND OR ANY OTHER WAY. THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. BUYER HAS HAD THE RIGHT TO INSPECT PROPERTY. THE PROPERTY IS SOLD AS IS, SUBJECT TO ANY AND ALL LOCAL GOVERNMENT HOUSING CODE VIOLATIONS. AS A MATERIAL PART OF THE CONSIDERATION TO BE RECEIVED BY THE SELLER UNDER THIS AGREEMENT AS NEGOTIATED AND AGREED TO BY THE PURCHASER AND THE SELLER, THE PURCHASER ACKNOWLEDGES AND AGREES TO ACCEPT THE PROPERTY IN "AS IS" CONDITION AT THE TIME OF CLOSING, INCLUDING, WITHOUT LIMITATION, ANY HIDDEN DEFECTS OR ENVIRONMENTAL CONDITIONS AFFECTING THE PROPERTY, WHETHER KNOWN OR UNKNOWN WHETHER SUCH DEFECTS OR CONDITIONS WERE DISCOVERABLE THROUGH INSPECTION OR NOT. THE PURCHASER ACKNOWLEDGES THAT THE SELLER, ITS AGENTS AND REPRESENTATIVES HAVE NOT MADE AND THE SELLER SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES, IMPLIED OR EXPRESS, ORAL OR WRITTEN IN RESPECT TO: (A) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OF DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;

THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USED IN CONSTRUCTION OF ANY IMPROVEMENTS, AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL, SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OR DRAINAGE, WATER LEAKS, WATER DAMAGE, MOLD OR ANY OTHER MATTER AFFECTING THE STABILITY, INTEGRITY, OR CONDITION OF THE PROPERTY OR IMPROVEMENTS;

(A) THE CONFORMITY OF THE PROPERTY OR THE IMPROVEMENTS TO ANY ZONING, LAND USE OR BUILDING CODE REQUIREMENTS OR COMPLIANCE WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY, OR THE GRANTING OF ANY REQUIRED PERMITS OR APPROVALS, IF ANY, OF ANY GOVERNMENTAL BODIES WHICH HAD JURISDICTION OVER THE CONSTRUCTION OF THE ORIGINAL STRUCTURE,  
(B) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY OR IMPROVEMENTS INCLUDING REDHIBITORY VICES AND DEFECTS, APPARENT, NON APPARENT OR LATENT, WHICH NOW EXIST OR WHICH MAY HEREAFTER EXIST AND WHICH IF KNOWN TO THE PURCHASER, WOULD CAUSE THE PURCHASER TO REFUSE TO PURCHASE THE PROPERTY.

**CLOSING COSTS AND ADJUSTMENTS:** All adjustments are made as of settlement date.

(A) The Purchaser and the Seller agree to prorate the following expenses as of settlement date: municipal water and sewer charges, utility charges, real estate taxes and assessments, common area charges, condominium or planned unit development or similar community assessments, co-operative fees, maintenance fees, and rents, if any. Payment of special assessment district bonds and assessments, and payment of homeowner's association or special assessments shall be paid current and prorated between the Purchaser and the Seller as of closing date with payments not yet due and owing to be assumed by the Purchaser without credit toward purchase price. The Property taxes shall be prorated based on an estimate or actual taxes from the previous year on the Property. All prorations shall be based upon a 30-day month and all such prorations shall be final.

**(B) Regardless of local custom, requirements or practice, the Purchaser shall pay any and all realty transfer taxes and revenue stamps due as a result of the conveyance of the Property. The Purchaser shall pay all other costs and fees incurred in the transfer of the Property, including cost of any survey, title policy, escrow or closing fees and lender required fees.**

(C) The Seller shall pay the real estate commission per the listing agreement between the Seller and the Seller's listing broker.

**REPRESENTATIONS AND WARRANTIES:** The Purchaser represents and warrants to the Seller the following:

- (A) The Purchaser is purchasing the Property solely in reliance on its own investigation and inspection of the Property and not on any information, representation or warranty provided or to be provided by the Seller, its servicers, representatives, brokers, employees, agents or assigns;
- (B) Neither the Seller, nor its servicers, employees, representatives, brokers, agents or assigns, has made any representations or warranties, implied or expressed, relating to the condition of the Property or the contents thereof.
- (C) The Purchaser has not relied on any representation or warranty from the Seller regarding the nature, quality or workmanship of any repairs made by the Seller; and
- (D) The Purchaser will not occupy or cause or permit others to occupy the Property prior to closing and funding and, unless and until any necessary Certificate of Occupancy has been obtained from the appropriate governmental entity, will not occupy or cause or permit others to occupy the Property after closing.

**AUCTION WITH RESERVE:** Unless otherwise expressly stated in auction advertisements, the Property is offered subject to a reserve. A reserve is the minimum price that the Owner is willing to accept for the Property, which may or may not be disclosed, and which may be determined or modified at any time by written or verbal communication between the Owner and Ashland Auction Group, LLC through the conclusion of the auction sale for the Property. It is important for all bidders to know that Ashland Auction Group, LLC may open the bidding on the Property by placing a bid on behalf of the Owner, and may continue to bid on behalf of the Owner up to the amount of the reserve price, either by placing consecutive bids or by placing bids in response to other bidders. Owner may make or procure bids at the auction up to the amount of the reserve price on its own behalf or through an agent, and Ashland Auction Group, LLC may receive such bids.

**ACCEPTANCE AND REJECTION OF BIDS & MISCELLANEOUS:** Ashland Auction Group, LLC may in its sole and absolute discretion (1) cancel the auction sale at any time; (2) modify or change the terms and conditions of sale, by oral or written announcement, prior to or during the auction (and all such announcements shall take precedence over all advertisements, these Terms and Conditions, and any Property information files); (3) deny any person the opportunity to bid and expel anyone who in any way disrupts or attempts to disrupt an auction; (4) accept or reject, on Owner's behalf, any back-up bid in the event any Buyer defaults. All decisions of Ashland Auction Group, LLC are final as to the methods of bidding, disputes among bidders, increments of bidding, priority of bidders and any other matters that may arise before, during or after the auction

**EFFECT OF ADDENDUM:** THIS REAL ESTATE PURCHASE ADDENDUM AMENDS AND SUPPLEMENTS THE CONTRACT AND, IF APPLICABLE, ESCROW INSTRUCTIONS. IN THE EVENT THERE IS ANY CONFLICT BETWEEN THIS ADDENDUM AND THE CONTRACT OR ESCROW INSTRUCTIONS OR NOTICE OR OTHER DOCUMENTS ATTACHED AND MADE A PART OF THIS AGREEMENT, THE TERMS OF THIS ADDENDUM TAKE PRECEDENCE AND SHALL PREVAIL EXCEPT AS OTHERWISE PROVIDED BY LAW. The undersigned, if executing this Agreement on behalf of a Seller and/or the Purchaser that is a corporation, partnership, trust or other entity, represents and warrants that he/she is authorized by that entity to enter into this Agreement and bind the entity to perform all duties and obligations stated in this Agreement.

**ENTIRE AGREEMENT:** This Agreement, including the disclosure of information on lead based paint and/or lead based paint hazards or the Seller Disclosure and Release Addendum or other disclosure forms or notices required by law, constitutes the entire agreement between the Purchaser and the Seller concerning the subject matter hereof and supersedes all previous communications, understandings, representations, warranties, covenants or agreements, either written or oral and there are no oral or other written agreements between the Purchaser and the Seller. NO ORAL PROMISES, REPRESENTATIONS (EXPRESSED OR IMPLIED), WARRANTIES OR AGREEMENTS MADE BY THE SELLER AND/OR BROKERS OR ANY PERSON ACTING ON BEHALF OF THE SELLER SHALL BE DEEMED VALID OR BINDING UPON THE SELLER UNLESS EXPRESSLY INCLUDED IN THIS AGREEMENT. All negotiations are merged into this Agreement. The Seller is not

obligated by any other written or verbal statements made by the Seller, the Seller's representatives, or any real estate licensee.

**ATTORNEY REVIEW:** The Purchaser acknowledges that Purchaser has had the opportunity to consult with its legal counsel regarding this Agreement and that accordingly the terms of this Agreement are not to be construed against any party because that party drafted this Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

### **FULL TERMS AND CONDITIONS**

Bidders must do all of their due diligence (home inspections, lead inspections, appraisals, etc.) prior to bidding. The Sales Contract does not contain any contingencies for these matters. This property is sold AS IS, WHERE IS, and is not subject to any financing.

**DEPOSIT: \$ 25,000** per property. All deposits must be cash or cashier's check. A deposit of \$25,000 in the form of a cashier's check or certified funds is required at time of sale. The deposits must be increased to 10% of the purchase price within 72 hours.

**BUYER'S PREMIUM:** A Buyer's Premium fee of 10% of the Bid Price or \$1,000 Auction Service Fee, whichever amount is greater, will be added to the High Bid amount. The High Bid amount plus the Buyer's Premium equals the Total Purchase Price.

**SETTLEMENT** to occur within 45 days from contract ratification date.

**PRE-BID OFFERS ACCEPTED** via PHONE (410) 488-3124 or FAX (410) 488-3125

**2.5% Broker Co-Op** will be paid on Bid Price only.

- The winning bidder will be signing a Lead Paint Hazard Disclosure Statement and will **waive** the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and or lead based hazards inspection under Federal and District of Columbia law. The winning bidder agrees to sign the Lead Paint Hazard Disclosure Statement.
- The winning bidder will sign the District of Columbia Residential Property Disclaimer Statement.
- The Winning bidder will sign the Real Estate Contract of Sale.

**TERMS OF SALE:** IF YOU SUCCESSFULLY BID ON A PROPERTY, YOU WILL BE REQUIRED TO PAY THE ADVERTISED DEPOSIT WHICH MUST BE IN THE FORM OF CASH OR A CASHIER'S CHECK MADE PAYABLE TO YOURSELF. THIS IS A CASH SALE AND IS NOT CONTINGENT UPON THE BUYER'S ABILITY TO OBTAIN FINANCING. EARNEST MONEY IS NOT CONSIDERED AN "OPTION" PAYMENT. YOU ARE AGREEING TO CLOSE ON THE PROPERTY WHEN YOU SUCCESSFULLY BID ON THE PROPERTY. The successful bidder for each property shall execute an "auction real estate sales contract" for each property immediately after being declared the successful bidder by the auctioneer. Copies of this sales contract are available for review on website ([www.AshlandAuction.com](http://www.AshlandAuction.com))

Bidding increments are made in amounts acceptable to the Auctioneer, who may set a minimum bidding increment as the sale progresses. Any bid may be rejected by the Auctioneer if it is merely nominal or, at his or her discretion, it may negatively affect the auction process. Auctions will be either Absolute or Reserve. If this is an Absolute Sale, the high bidder shall be the Purchaser. If this is a Reserve sale the seller may accept or reject the high bidder, however; if the bid exceeds the predetermined Reserve Price the auction will become an Absolute auction and will be sold to the high bidder. In the event of a dispute between bidders the Auctioneer in its discretion may determine the successful bidder or re-offer the property for sale. By bidding at an auction, whether present or by agent, by written bid or otherwise,

bidders shall be deemed to have consented to the jurisdiction of the State and Federal courts of the District of Columbia. If property is tenant occupied, the property will be sold subject to the existing tenant in dwelling.

Broker Participation Invited: A 2.5% buyer broker commission, before the inclusion of the Buyer's Premium, will be paid to brokers who represent a purchaser on any auction property. The Buyer's Premium is based on only the Bid Price of each auction sale. In order to be paid a commission, the buyer broker must do the following:

- ▶ Register clients at least 48 hours prior to auction on [www.AshlandAuction.com](http://www.AshlandAuction.com)
- ▶ Accompany client to auction sale
- ▶ Review the "terms and conditions of sale" with each client you represent

Each step must be completed. If any of these steps have been omitted, the broker will not be paid a commission. There will be no exceptions. Bidders will be required to acknowledge buyer broker relationship as they register at the sale. By bidding, each bidder and buyer broker agree to indemnify and hold harmless seller and auctioneer for any and all claims for compensation made by any person or entity in connection with the auction.

**TITLE: All properties will be sold with free and clear title. All properties are being sold subject to any ground rent of record. In the event there is an error in the advertised ground rent or the contract states "Fee Simple", the Buyer shall take title with the existing ground rent of record and there shall not be a monetary penalty to the seller. In the event, there is an error regarding fee simple or ground rent in the chain of title including deeds, the Buyer shall take title with the existing ground rent of record and there shall not be a monetary penalty to the seller. In event of a ground rent escrow, the title company or settlement company agrees not to charge an escrow holding fee to the seller.** If the Trustee/ Seller is unable to convey good and marketable title, the purchaser's sole remedy in law or equity shall be limited to the refund of the deposit. Upon refund of the deposit this sale shall be null and void and of no effect, and the purchaser shall have no further claim against the Trustee/ Seller or Auctioneers.

**CLOSING: All properties must close on or before 45 days of contract ratification date.**

~~Recordation costs, transfer taxes and all other costs incident to settlement, to be paid by the purchaser. If the Property is improved residential real property, and if Buyer is a first time Maryland homebuyer as defined in MD Tax Property Code §13-203(b), as from time to time amended, who will occupy the Property as Buyer's personal residence, then Seller shall pay the state transfer tax of 0.25% to the extent required by law. Time shall be of the essence.~~

**BUYER'S NOTE:** On the day of the sale, no modification to the form of the contract will be accepted. The failure to execute the contract in the form presented or to render the earnest money deposit on the day of the sale may result, at seller's option, in a voiding of the sale and resulting in the sale of the property to the next high bidder, or placement of the property back in the auction.

Auctioneer reserves the right to add or delete any property from this auction or to alter the order of sale from that published herein.

BIDDERS ARE RESPONSIBLE TO PERFORM DUE DILIGENCE, INCLUDING BUT NOT LIMITED TO Personal on-site inspection of each property prior to the auction. All properties sell "as is-where is" with no warranties expressed or implied. All properties will be conveyed with free and clear title. **The information set forth herein has not been independently verified by seller or auctioneer. Its accuracy is not warranted in any way , including , but not limited to , information set forth herein concerning utilities, lease information , zoning , and acreage of parcel and square footage of improvements and all photographs .** BUYER AGREES THAT THEY ARE NOT RELYING ON THE INFORMATION PROVIDED IN DECIDING WHETHER TO BID ON THE PROPERTY AND HAVE CONDUCTED THEIR OWN DUE DILIGENCE INVESTIGATION PRIOR TO THE AUCTION. There is no obligation on the part of seller or the auctioneer to update this information. All announcements made at the auction take precedence over all other advertising. The sellers AND auctioneer do not have any liability whatsoever for any oral or written representation, warrants or agreements relating to the property

(including information appearing in this brochure or announcements made at the time of the auction) except THOSE OF THE SELLER(S) as expressly set forth in the "auction real estate sales contract."

**Properties identified in this brochure as "Absolute" are sold to the highest bidder. The properties not identified as "Absolute" are being auctioned with a reserve. All properties auctioned with a reserve are NOT sold UNTIL Seller grants approval. The Seller shall have five days from the auction sale date to approve or reject the high bid. If the bid is rejected, all deposits shall be refunded in full to said Buyer.** There is no obligation on the part of the seller to accept any backup bids in the event the high bidder fails to perform.

**Agency Disclosure: Auctioneer and all licenses employed by or associated with auctioneer represent the Seller in the sale of these properties.**

**DISCLAIMERS:**

(A) The property will be sold by seller to buyer on an "as is, where is, and with all faults" basis. Buyer accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Buyer acknowledges and agrees that the seller and the auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including, without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property for any and all activities and uses which buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the property; (vi) the manner or quality of the construction or materials, if any, incorporated into the property; (vii) the manner, quality, state of repair of the property; (viii) the existence of any view from the property or that any existing view will not be obstructed in the future; or (ix) any other matter with respect to the property, and specifically, without limitation, that seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261), or the disposal or existence, in or on the property, of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder.)

(B) Buyer further acknowledges and agrees that having been given the opportunity to inspect the property, buyer is relying solely on buyer's own investigation of the property and not on any information provided or to be provided by seller or broker or auctioneer. Buyer further acknowledges and agrees that any information provided by or on behalf of seller with respect to the property including, without limitation, all information contained in any property information package previously made available to buyer by seller and broker was obtained from a variety of sources and that seller and broker and auctioneer have not made any independent investigations or verification of such information and make no representation as to the accuracy or completeness of such information. Bidder acknowledges that seller and auctioneer and their employees, agents, affiliates, and associates reserve the right to place bids on properties up to the sellers' reserve price, if desired, at their sole discretion. Purchaser understands that sellers shall not tender bids above its reserve price.

(C) Seller and auctioneer and their employees, agents, contractors, officers and directors shall not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the property, or the operation thereof, that is furnished by any real estate broker, agent, employee or other person. Buyer acknowledges that seller or an affiliated entity of seller may have acquired the subject property by foreclosure or by deed in lieu of foreclosure and, accordingly, has little or no familiarity therewith. Buyer further acknowledges that seller has not built the property, seller makes no representations or warranties with respect to the physical condition or any other aspect of the property, including without limitation the structural integrity of any improvements on the property, the conformity

of the improvements to any plans or specifications for the property that may be provided to buyer, the conformity of the property to applicable zoning or building code requirements, the existence of soil instability, past soil repairs, susceptibility to landslides, sufficiency of undershoring, sufficiency of drainage, or any other matter affecting the stability or integrity of the land or any buildings or improvements situated thereon.

(D) Buyer and anyone claiming by, through or under buyer hereby fully and irrevocably release seller and broker and auctioneer and their respective employees, officers, directors, representatives and agents from any and all claims that buyer may now have or hereafter acquire against seller and broker, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof. This release includes claims of which buyer is presently unaware or which buyer does not presently suspect to exist in his favor which, if known by buyer, would materially affect buyer's release of seller and broker and auctioneer. It is understood and agreed that the purchase price has been adjusted by prior negotiation to reflect that the property is sold by the seller and purchased by buyer subject to the foregoing.

(E) BUYER ASSUMES ENTIRE RESPONSIBILITY AND LIABILITY FOR ANY CLAIM OR ACTIONS BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OR LOSS OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED BY BUYER, ITS AGENTS, PRINCIPALS AND/OR EMPLOYEES, IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE AUCTION, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OR NEGLIGENT MISREPRESENTATIONS OF SELLER, AUCTIONEER, OR THE EMPLOYEES, AGENTS, INVITEES, OR LICENSEES THEREOF. BUYER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER, AUCTIONEER AND THEIR REPRESENTATIVES, AND THE EMPLOYEES, AGENTS, INVITEES AND LICENSEES THEREOF IN RESPECT OF ANY SUCH MATTERS AND AGREES TO DEFEND ANY CLAIM OR SUIT OR ACTION BROUGHT AGAINST SELLER, AUCTIONEER, AND EMPLOYEES, AGENTS, INVITEES, AND LICENSEES THEREOF.

(F) If the property is tenant occupied, it is being sold subject to the existing tenant or occupant in the said property. Seller and/or Auctioneer does not warrant the stated rent announced at the onsite auction. Property is sold subject to any valid or invalid Lead Certification from the DC Department of Energy & Environment. Seller and/or Auctioneer do not warrant the accuracy of any Lead Certifications, if any.

In the event that the Seller and or its designated agents are unable to sign the contract at the auction sale then the following applies: The offer will be presented to the Seller within 48 hours of the auction sale during which time the offer is irrevocable and the Purchaser will be unable to withdraw the offer. In the event that the Seller and/or its agents do not sign the contract within the 48 hour period, then the deposit will be refunded in full. Once the contract is signed by all parties, the sale will be deemed final and enforceable.



The undersigned hereby ratify, accept and agree to the contract and acknowledge receipt of a copy thereof.

**BUYER:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

**BUYER'S AGENT:**

PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

BROKERAGE COMPANY NAME: \_\_\_\_\_

**SELLER:**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: New Capital Investment, LLC PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

**DEPOSIT: \$** 25,000 deposit has been received by Ashland Auction Group, LLC in the form of:

☐ CASH

☐ CASHIER'S CHECK

☐ PERSONAL CHECK

☐ WIRE TRANSFER

Received By: \_\_\_\_\_

**SUPPLEMENTAL DEPOSIT: \$** \_\_\_\_\_ deposit has been received by Ashland Auction Group, LLC in the form of:

☐ CASH

☐ CASHIER'S CHECK

☐ PERSONAL CHECK

☐ WIRE TRANSFER

Received By: \_\_\_\_\_

**SELLER'S PROPERTY CONDITION STATEMENT****For Washington, DC****Property Address:** 900 Burns St SE Washington, DC 20019

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 07/17/2019  
to Current.

The seller(s) completing this disclosure have occupied the residence from N/A  
to N/A.

**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).

Type of system ☐ Forced Air ☐ Radiator ☐ Heat Pump

☐ Electric baseboard ☐ Other

Heating Fuel ☐ Natural Gas ☐ Electric ☐ Oil ☒ Other

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

Does the heating system include:

Humidifier ☐ Yes ☐ No ☒ Unknown

Electronic air filter ☐ Yes ☐ No ☒ Unknown

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

☐ Yes ☐ No ☒ Not Applicable

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

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

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

☒ Other ☐ Not Applicable

Air Conditioning Fuel ☐ Natural Gas ☐ Electric ☐ Oil ☒ Other

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

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 4 of 7

Revised October 2011

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

draft docs for

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, describe defects: \_\_\_\_\_

**D. Exterior/Environmental Issues****1. Exterior Drainage**

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

☐ Yes ☒ No

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

**2. Damage to property**

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

Fire ☐ Yes ☒ NoWind ☐ Yes ☒ NoFlooding ☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

**4. Does the seller have actual knowledge of any substances, materials or environmental hazards (including but not limited to asbestos, radon gas, lead based paint, underground storage tanks, formaldehyde, contaminated soil, or other contamination) on or affecting the property?**☐ Yes ☒ No

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

**5. Does the seller have actual knowledge of any zoning violations, nonconforming uses, violation of building restrictions or setback requirements, or any recorded or unrecorded easement, except for utilities, on or affecting the property?**☐ Yes ☒ No

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

**6. Does the seller have actual knowledge that this property is a D.C. Landmark included in a designated historic district or is designated a historic property?**☐ Yes ☒ No

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

**7. Has the property been cited for a violation of any historic preservation law or regulation during your ownership?**☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

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

DocuSigned by:

8/27/2020

Ying Ping Lu  
Seller AA9TC6A1A11B489...

\_\_\_\_\_  
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



# DC Lead Disclosure Form

Information about Lead-Based Paint in this Property

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

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

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

## Are you a POTENTIAL TENANT or BUYER?

Review this page carefully before following instructions on page two.

## Are you a PROPERTY OWNER or MANAGER?

You will need the following information to complete this form:

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

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

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

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

For more information see The District of Columbia "Lead-Hazard Prevention and Elimination Act of 2008," as amended (the "Act"), D.C. Official Code § 8-231.01 et seq., and the Federal Lead Warning Statement, 24 CFR Part 35: <http://bit.ly/federallead>.

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




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

Page 1 of 2



If you are:	You need to:
The property owner or manager	<ul style="list-style-type: none"> <li>Complete Sections A and B.</li> <li>Provide a copy to the tenant/buyer.</li> </ul>
The potential tenant or buyer	<ul style="list-style-type: none"> <li>Carefully review Section B.</li> <li>Sign Section C.</li> </ul>

**SECTION A: Property Owner/Manager's Signature**

Property Address: 900 Burns St SE	Unit:	Washington, DC	ZIP: 20019
I am the (check one) <input type="checkbox"/> owner <input type="checkbox"/> manager of this property and will truthfully give the answers to the following questions about lead-based paint/hazards in or around this property.			
Owner/Manager Name: Ying Qing Lu	Signature: 		

**SECTION B: Information About the Lead-Based Paint in this Property**

Lead-based paint is assumed to be present in properties built before 1978. To the best of your knowledge, is there peeling or chipping paint, lead-contaminated dust/soil, or other lead-based paint hazards inside or around the property?

☒ No ☐ Yes, in the following location(s): For more space attach a summary

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

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

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

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

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

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

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

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

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

Name:	Signature:	Date:
-------	------------	-------







## CONGRATULATIONS On Your Purchase!

In accordance with the contract of sale, you are required to settle **on or before 45 days** from the date that your contract is accepted.

It is imperative that YOU hire a title company or settlement attorney *IMMEDIATELY* and notify Ashland Auction Group of your selection.

Failure to hire a title company or settlement attorney in a timely manner will result in default of your contract and forfeiture of your deposit.

The remaining balance is due within 45 days at closing.

920 S. Conkling St. Baltimore, MD 21224

Phone (410) 488-3124 Fax (410) 488-3125

Washington, DC Office: 1725 I Street N.W. Suite 300 Washington, DC 20006 Phone (202) 304-1550

[www.AshlandAuction.com](http://www.AshlandAuction.com)