Form 1A-SWF Exclusive Sale Rev. 7/23 Page 1 of 3

Seller's Initials

Seller's Initials

Date

Date

EXCLUSIVE SALE AND LISTING AGREEMENT

	("Seller") hereby grants to,	1
Selle	Seller ("Listing Firm" or "Firm") from the date hereof until midnight of 2	2
	· · · · · · · · · · · · · · · · · · ·	3
cor	nmonly known as, City,	4
Со	inty; and legally described on Exhibit A.	5
1.	Multiple Listing Service/Association; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, rent, or enter into any	6 7 8 9
2.	as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers oact on Seller's behalf as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Listing Firm's Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire compensation payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. Seller consents to Firm receiving compensation from more than one party. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."	1234567890
3.	LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 2d and photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 2d ("List Date"), which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially interfere with Listing Firm's marketing of the Property.	3 4 5 6 7 8
4.	COMPENSATION. If during the Listing Term, Seller sells the Property, and (a) the sale closes; or (b) the sale fails 30 to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay Firm 30 compensation of (fill in one and strike the other)% of the sales price, or \$ ("Total 30 Compensation"). From the Total Compensation, Firm will offer a cooperating member of MLS representing a 30 buyer ("Buyer Brokerage Firm") compensation of (fill in one and strike the other)% of the sales price, or 30 seller shall pay Firm 31 seller shall pay Firm 32 seller shall pay Firm 33 seller shall pay Firm 34 seller shall pay Firm 35 seller shall pay Firm 36 seller shall pay Fir	1 2 3 4
	If Seller shall, within days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above compensation. Provided, that if Seller pays compensation to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of compensation payable to Firm and Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another MLS member. Buyer Brokerage Firm is an intended third party beneficiary of this Agreement.	7 8 9 0 1 2
5.	PROPERTY ACCESS AND KEYBOX. Listing Firm shall install a keybox on the Property that holds a key to the Property. Such keybox may be opened by a key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.	5 6

Form 1A-SWF **Exclusive Sale** Rev. 7/23 Page 2 of 3

EXCLUSIVE SALE AND LISTING AGREEMENT

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Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller □ authorizes; □ does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm

shall; shall not (shall if not filled in) be in attendance at any such showing. If authorized, Listing Firm \square shall; \square shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.

- **MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not a member of a multiple listing service. MLS is an intended third party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.
- PROPERTY CONDITION AND INSURANCE. Neither Listing Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term. Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030, and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- SELLER'S WARRANTIES AND REPRESENTATIONS. Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify, defend, and hold Firm and other members of 76 MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement herein by this reference) is correct. Seller authorizes Listing Firm to provide the property information in this Agreement and the attached Listing Input Sheets to prospective buyers, to cooperating members of MLS who do not represent Seller and, in some instances, may represent the buyer, and to licensed brokers who are not 81 members of MLS, subject to any restrictions imposed by Seller.
- 83 **FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 85 immigration status, families with children status, honorably discharged veteran or military status, the presence of 86 any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.
- 10. SHORT SALE / NO DISTRESSED HOME CONVEYANCE. If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as broker compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Home-owner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.

Seller's Initials	Date	Seller's Initials	Date

Form 1A-SWF Exclusive Sale Rev. 7/23 Page 3 of 3

Initials of Seller (if (a) or (b) are selected):

Seller's Signature

Seller's Signature

EXCLUSIVE SALE AND LISTING AGREEMENT

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Date

11. SELLER DISCLOSURE STATEMENT. Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 99 Commercial is inaccurate. 100 12. CLOSING. Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the 101 Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees 102 and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, 103 reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the 104 buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) 105 under the Foreign Investment in Real Property Tax Act ("FIRPTA"), and Firm may provide a copy of the FIRPTA 106 certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt 107 from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for 108 payment to the Internal Revenue Service, and Seller shall pay any fees, including any fees incurred by the buyer, 109 related to such withholding and payment. 110 13. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated 111 damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid 112 therefrom and the balance divided equally between Seller and Firm. 113 14. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and 114 is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party 115 shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses 116 shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 117 15. SELLER OPT-OUT. Check one if applicable: 118 a. ☐ I have advised my broker that I do not want the listed property to be displayed on the Internet; or 119 b. I have advised my broker that I do not want the address of the listed property to be displayed on the Internet. c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings 121 on the Internet will not see information about the listed property in response to their search. 122

Listing Firm

Broker's Signature

Date

Date

Form 20

Buyer Broker DOL License No.

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Firm DOL License No.

. Date:					
	MLS	6 No.:	Offer Expire	ation Date:	
. Buyer:		Buyer		Status	
Seller:					
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Firm DOL License No.

Listing Broker DOL License No.

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MULTI-FAMILY PURCHASE AND SALE AGREEMENT General Terms

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- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer 17 Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 18 refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay 19 them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. 25 If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse 26 the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing 27 Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and 31 complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the 32 address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be 33 deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so 35 under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing 36 Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires 38 the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 40 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 41 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 42 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 43 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 44 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 45 remote controls and access permissions. Unless otherwise agreed, if any of the above Included Items are leased or 46 encumbered, Seller shall acquire clear title before Closing.
- Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 48 The following shall not cause the title to be unmarketable; rights, reservations, covenants, conditions and restrictions, 49 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 50 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 51 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 52 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 53 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 54 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 55 acquired title.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

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MULTI-FAMILY PURCHASE AND SALE AGREEMENT **General Terms**

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- **Title Insurance**. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 57 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines 59 to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance 61 Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance 70 or damages as a consequence of Seller's inability to provide insurable title.
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 72 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 74 the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale 75 proceeds are available to Seller. Seller shall deliver keys, garage door remotes, and access codes to Buyer on the 76 Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on 77 the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases 87 in the ordinary course of Seller's business), service contracts, or other agreements affecting the Property which have 88 terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. This requirement may be applicable to the Property. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 100 costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 101 party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 102 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 103 purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 105 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 106 and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 107 including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any 108 payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such 109 delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, 110 prior to Closing. Seller obtains a written statement from the supplier as to the quantity and current price and provides 111 such statement to the Closing Agent. Seller shall pay all utility and internet charges, including unbilled charges. At 112 Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer. 113

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date Form 20 Multi-Family PSA Rev. 7/23 Page 4 of 6

MULTI-FAMILY PURCHASE AND SALE AGREEMENT

General Terms

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Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the 114 period after Closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period 115 prior to Closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after 116 receipt. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing 117 funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and 118 addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification 119 of Utilities or equivalent). 120

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 121 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 122 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 123 as agreed in Specific Term No. 13. 124

- Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 125 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 126 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 127 and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 128 and copies of documents concerning this sale.
- Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 130 income taxation in Specific Term No.14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 131 under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 132 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 133 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 134 to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 135
 - If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 136 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 137 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 138 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 139 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 140 is terminated and the Earnest Money shall be refunded to Buyer. 141
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 142 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 143 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 144 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 145 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 146 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 147 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 148 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 149

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 150 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 151 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 152 on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 153 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 154 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 156 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 157 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 158 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 159 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 161 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 162 as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a 163 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 164 Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 165 Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 167 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

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MULTI-FAMILY PURCHASE AND SALE AGREEMENT

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General Terms

computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 169 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

- m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 171 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 172 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 173 electronic form has the same legal effect and validity as a handwritten signature. 174
- Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 175 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 176 Buyer on the first page of this Agreement. 177
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 178 provision, as identified in Specific Term No. 8, shall apply: 179
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 180 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 181
 - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 182 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 183 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 184 any other rights or remedies available at law or equity.
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 186 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 187 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 188 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 189 fees and expenses.
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 191 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 192 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 193 194 Earnest Money shall be refunded to Buyer.
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 195 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 196 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 197 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 198 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 199 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 200
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 201 offer/counter-offer shall expire 2 days after the offer/counteroffer is delivered by the party making the 202 offer/counteroffer, unless sooner withdrawn. 203
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch 204 Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. 205 Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and 206 Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker 207 and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent 208 to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 209 If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm 210 their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) 211 representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real 212 Estate Agency."
- Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 214 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as 215 specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller 216 as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage 217 Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 218 17, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or 219 Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing 220 Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation 221 and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing 222

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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MULTI-FAMILY PURCHASE AND SALE AGREEMENT **General Terms**

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or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable 223 attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 224

- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 225 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 226 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 227
- w. Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 228 No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 229 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 230 materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice 231 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 233 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 234 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 235 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 236 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 237 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 238 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 239 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 240 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 241 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 242 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 243 diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 244 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 245 may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 246 intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost 247 of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 248 available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 249 Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third 252 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- Books, Records, Leases, Agreements, Seller shall make available for inspection by Buyer and its agents as soon as 254 possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller 255 relating to the ownership, operation, renovation or development of the Property, including without limitation: statements 256 for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements 257 with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal 258 property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule 259 of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. If Buver, in Buver's sole discretion, does not give notice of 261 disapproval within ten (10) days of either receipt of the above documents or the date that the above documents are due, whichever is earlier, then it shall be conclusively deemed that Buyer is satisfied with them. If Buyer does so give notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts and agreements. Seller 265 shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing.
- Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 268 based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 270 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 271 sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

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RESIDENTIAL PURCHASE AND SALE AGREEMENT

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Specific Terms

1.	Date: _		MLS No.:	Offer Expiration Da	te:
2.	Buyer:				
3.	Seller:	Buyer	Buyer		Status
4.		Seller	Seller d as Exhibit A. Tax Parcel	No(s).:,	
	Address		City	County	State Zip
5.	Include	olace insert(s); 🖵 wood s	e(s); refrigerator(s); stove(s); satellite dis	I washer(s); ☐ dryer(s); ☐ dish h; ☐ security system; ☐ hot	nwasher(s);
6.	Purcha	se Price: \$			U.S. Dollars
7.				ivery Date days after mutua	al acceptance
	To be h	eld by 🖵 Buyer Brokerage F	irm; Closing Agent;	n the form of a Promissory Note (in	ncluded as an Addendum)
8.		: (check only one) \square Forfeitu		•	,
9.	Title Ins	surance Company:			
10.	Closing	g Agent: Company		Individual (optional)	
11.	Closing	g Date:	; Possession D	ate: on Closing; Other	
		5 5		ested (attach NWMLS Form 22K);	
	_		_	☐ assumed by Buyer; ☐ prepaid in	-
				erson for purposes of U.S. income	
				er mutual acceptance; Satisfied/	
		Seller represe	ented by: 🔲 Listing Broker	☐ Buyer/Listing Broker (dual age ; ☐ Listing/Buyer Broker (dual age	nt); unrepresented
17.	Buyer E	Brokerage Firm Compensat	sor % Amount Offere	; Deay as Offered or D	Other – See Addendum
18.	Adden	da:			
				>	
Bu	yer Signatı	ure	Date	Seller Signature	Date
Bu	yer Signatı	ure	Date	Seller Signature	Date
Bu	yer Addres	SS		Seller Address	
Cit	y, State, Zi	ip		City, State, Zip	
Bu	yer Phone	No.	Fax No.	Seller Phone No.	Fax No.
Bu	yer E-mail	Address		Seller E-mail Address	
Bu	yer Broker	age Firm	MLS Office No.	Listing Brokerage Firm	MLS Office No.
Bu	yer Broker	(Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
Fir	m Phone N	No. Broker Phone No.	o. Firm Fax No.	Firm Phone No. Broker	Phone No. Firm Fax No.
Fir	m Docume	ent E-mail Address		Firm Document E-mail Address	
Bu	yer Broker	E-mail Address		Listing Broker E-mail Address	
Bu	yer Broker	DOL License No.	Firm DOL License No.	Listing Broker DOL License No.	Firm DOL License No.
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RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer 17 Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 18 refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. 25 If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse 26 the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and 31 complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the 32 address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be 33 deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so 35 under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires 38 the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 40 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 41 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 43 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 44 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 45 remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, 46 Seller shall acquire clear title before Closing.
- Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 48 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 49 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 50 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 51 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 52 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 53 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 54 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 55 acquired title.

Seller's Initials Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Date

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RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 57 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 72 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed. the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys, garage door remotes, and access codes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on 77 the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to 79 plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 92 occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 100 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 101 purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 103 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and 104 lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit 105 report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are 106 delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at 107 Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, 108 Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the 109 Closing Agent. Seller shall pay all utility and internet charges, including unbilled charges. Unless waived in Specific Term 110 No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility 111 charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service 112 to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 113

Buyer's Initials Date Buyer's Initials Date Seller's Initials Seller's Initials Date Date

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Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 114 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 115

are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 116 as agreed in Specific Term No. 13. 117 Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 118

- terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 119 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 120 and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 121 and copies of documents concerning this sale.
- Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 123 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 124 under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 125 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 126 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 127 to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 128
 - If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 129 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 130 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 131 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 132 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 133 is terminated and the Earnest Money shall be refunded to Buyer. 134
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 135 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 136 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 137 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 138 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 139 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 140 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 141 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 142
 - Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 143 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 144 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 145 on page one of this Agreement, or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 146 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 147 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 149 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 150 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 151 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 152 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 153 shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 154 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 155 as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a 156 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 157 Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 158 Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving 159 forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 160 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 161 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 162 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 164 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

Date Buyer's Initials Date Buyer's Initials Seller's Initials Seller's Initials Date Date

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RESIDENTIAL PURCHASE AND SALE AGREEMENT General Terms

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Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 168 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 169 Buyer on the first page of this Agreement. 170

- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 171 provision, as identified in Specific Term No. 8, shall apply: 172
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 173 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 175 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 176 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 177 any other rights or remedies available at law or equity. 178
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 179 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 180 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 181 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 182 fees and expenses.
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 184 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 185 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 186 Earnest Money shall be refunded to Buyer.
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 188 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 189 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 190 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 191 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 192 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 193
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 194 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 195 unless sooner withdrawn. 196
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager 197 (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing 198 Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing 199 Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing 200 Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated 201 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker 202 and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 203 person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual 204 agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 206 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified 207 in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth 208 in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's 209 compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the 210 terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 211 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 212 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and 213 irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer 214 Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 215 Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 217 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 218 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 219

Buyer's Initials Seller's Initials Date Buyer's Initials Date Date Seller's Initials Date Form 21 Residential PSA Rev. 7/23 Page 6 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- w. Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 220 No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 221 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 222 materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice 223 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 225 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 226 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 227 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 228 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 229 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 230 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 231 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 232 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 233 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 234 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 236 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 237 may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 238 intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost 239 of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 240 available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 241 Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to 242 Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as 243 inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 246 based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 247 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 248 sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 249



Buyer's Initials Buyer's Initials Seller's Initials Date Date Date Seller's Initials Date Form 22A Financing Addendum Rev. 7/23 Page 1 of 3

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

	en	Buyer	Buyer	("Buyer")
		Buyer	Buyer	/40 - H 21
d		Seller	Seller	("Seller"
ncer	ning			(the "Property")
.00.	9	Address	City	State Zip
1.0	ΔΝ	APPLICATION.		
а. b.	pur (the stop stop stop stop stop stop stop stop	chase the Property (the "Loan(s)"): JSDA; Down Page "Financing Contingency"). In add a "Financing Contingency". In add a graph 1(b) also constitutes waived and un, "lender" means either the	□ Conventional First; □ Conventional First; □ Conventional First; □ Convention to the Loans, Buyer of the Purchase Priorice and pay the application of after mutual acceptance ubmission of Buyer's financing the management of the Financing of Buyer (i) fails to make applicant at any time without Seconsent after the agreed upper of Paragraph 5 (Appraisal party to whom the applicated	shall make a down payment in the amount of ce. Buyer shall make application for the Loans of fee, if required, for the subject Property withing e of this Agreement. For the purposes of this cial information for the purposes of obtaining are rity number (if required), the Property address of Contingency shall survive the Closing Date. Plication for financing for the Property within the eller's prior written consent; or (iii) changes the on time to apply for financing expires, then the liver of the Financing Contingency under this al Less Than Sales Price). For purposes of this ion was submitted or the party funding the loan status of Buyer's loan approval with lender any
FII	NAN	CING CONTINGENCY. Select "a"		required by lender, to accomplish the same. cted).
a.		Seller's Notice to Perform.		
	i.		uesting that Buyer waive the sement at any time 3 days	if not filled in) after mutual acceptance, Seller he Financing Contingency and that Seller may after delivery of that notice if Buyer does not AR shall be used for this notice.
	ii.	"Notice of Termination" of this Agr Notice of Termination before Buy	reement any time 3 days at yer has waived the Financi	d the Financing Contingency, Seller may give fter delivery of Notice to Perform. If Seller gives ing Contingency, this Agreement is terminated Form 22AR shall be used for this notice.
	iii.			
b.			filled in) constitute waiver of	
b.		□ will; or □ will not (will not, if not f Automatic Waiver of Financing Waiver. The Financing Continge days if not filled in) after mutual a	filled in) constitute waiver of g Contingency. ency shall conclusively be acceptance, Buyer gives no the Earnest Money shall b	nancing Contingency under this Paragraph 2(a Paragraph 5 (Appraisal Less Than Sales Price) deemed waived unless within days (2' btice of termination of this Agreement. If Buye e refunded to Buyer after Buyer delivers writter 4.

Form 22A Financing Addendum Rev. 7/23 Page 2 of 3

Buyer's Initials

Date

Buyer's Initials

FINANCING ADDENDUM TO

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PURCHASE & SALE AGREEMENT Page 2 of 3 3. LOAN COST PROVISIONS. Seller shall pay up to □ \$ _; or 🗖 % of the Purchase Price 43 (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include 45 the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and 46 settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee 47 for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is 48 insufficient to pay for those costs. If checked, \square Buyer shall pay Buyer's share of the escrow fee for the VA loan 49 (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 50 of the loan). Buyer's waiver of the Financing Contingency shall not change the parties' obligations under this 51 Paragraph 3. 52 **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by 53 Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall 54 be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 55 made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient non-56 contingent funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain 57 financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for 58 such confirmation. 59 APPRAISAL LESS THAN SALE PRICE. 60 Notice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer 61 may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include 62 a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5. 63 b. Seller's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 64 i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 65 acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 66 approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not 67 to accept a reappraisal or reconsideration of value; 68 ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 69 appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, 70 whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA 71 financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces 72 the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 73 iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 74 appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price 75 exceeds the appraised value) to close the sale; or 76 iv. Seller's rejection of Buyer's notice of low appraisal. 77 If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase 78 Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA 79 financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 80 Buyer's Reply. 81 i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 82 the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency (including 83 waiver of this Paragraph 5); or (b) terminate the Agreement, in which event the Earnest Money shall be 84 refunded to Buyer. 85 ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 86 have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with 87 this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 88 If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA. 89 or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) 90 terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 91

Seller's Initials

Date

Seller's Initials

Date

Date

Form 22A Financing Addendum Rev. 7/23 Page 3 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices.

- d. Appraisal, Inspection, and Work Orders. Seller shall permit appraisals and inspections required by lender, 95 including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such appraisals or inspections unless otherwise agreed. The parties acknowledge 97 that the lender's appraisal may condition the appraised value of the Property on the completion and approval 98 of work orders prior to Closing ("Appraisal Work Order"). Buyer shall, within 3 days of receiving an Appraisal 99 Work Order, give notice to Seller, which notice shall include a copy of the Appraisal Work Order. If Buyer is 100 unable to obtain financing by Closing due to an incomplete Appraisal Work Order then, on Buyer's notice, this 101 Agreement shall terminate. If Buyer has not waived this Paragraph 5, the Earnest Money shall be refunded to 102 Buyer after providing lender's confirmation in compliance with Paragraph 4, including lender's statement that 103 Buyer was unable to obtain financing by Closing due to an incomplete Appraisal Work Order.
- 6. FHA/VA/USDA APPRAISAL CERTIFICATE. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5.

Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable.

- 7. VA AMENDATORY CLAUSE. If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.
- 8. EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This Paragraph 8 shall survive Buyer's waiver of this Financing Contingency.

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Form 22AA Appraisal Addendum Rev. 7/23 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

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Date

The following is part of the Purchase and Sale Agreement dated between _ ("Buyer") 2 Buver Buyer ("Seller") 3 and _ (the "Property"). 4 concerning Address Citv Property Access. Seller shall permit access for an appraisal of the Property. If Buyer disclosed that Buyer is 5 obtaining a loan, Seller shall permit inspections required by lender, including but not limited to structural, pest, 6 heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections. 7 Notice of Low Appraisal. If the appraised value of the Property (as determined by a licensed appraiser) is less 8 than the Purchase Price ("Low Appraisal") or the appraised value is conditioned on the completion and approval 9 of work orders prior to Closing ("Appraisal Work Orders"), Buyer may, within 3 days after receipt of a copy of the 10 appraisal, give notice of Low Appraisal or any Appraisal Work Orders, which includes a copy of the appraisal. 11 Seller Response to Notice of Low Appraisal. Seller shall, within 10 days after receipt of notice of Low 12 Appraisal or any Appraisal Work Orders, give notice of: 13 (a) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser, 14 acceptable to Buyer, in an amount not less than the Purchase Price; 15 (b) Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the 16 appraisal; 17 (c) Seller's proposal to reduce the Purchase Price to an amount more than the appraised value and for Buyer to 18 pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to 19 close the sale; or 20 (d) Seller's rejection of Buyer's notice of Low Appraisal or Appraisal Work Orders. 21 If Seller timely delivers consent to reduce the Purchase Price to an amount not more than the amount specified in 22 Buyer's appraisal, then Buyer shall be bound by Seller's response. 23 Buyer's Reply. 24 (a) Buyer shall have 3 days from Seller's notice of reappraisal or reconsideration of value, Seller's notice of 25 rejection of Low Appraisal or Appraisal Work Orders or, if Seller fails to respond, the day Seller's response 26 period ends, whichever is earlier, to (i) waive the appraisal contingency or (ii) terminate the Agreement, in 27 which event the Earnest Money shall be refunded to Buyer. 28 (b) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 29 have 3 days to (i) accept and represent that Buyer has sufficient funds to close the sale in accordance with 30 this provision; or (ii) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 31 Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest 32 Money to Buyer. 33 **Closing Date.** The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 34 Waiver. This appraisal contingency shall be deemed waived unless Buyer gives notice of Low Appraisal to Seller 35 within days (20 days if not filled in) of mutual acceptance of this Agreement. 36 Work Orders. If Buyer notifies Seller of Appraisal Work Orders and Seller does not provide timely notice rejecting the Appraisal Work Orders as required by Paragraph 3(d), Seller shall complete Appraisal Work Orders 38 by Closing. If Seller fails to do so and Buyer cannot close due to incomplete Appraisal Work Orders, on Buyer's 39 notice the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 40

Date

Seller's Initials

Date

Seller's Initials

Form 22AAN Notice of Low Appraisal Form 22AA Rev. 7/23 Page 1 of 1

NOTICE OF LOW APPRAISAL APPRAISAL ADDENDUM (FORM 22AA)

The	followin	g is part of the Purchase	and Sale Agreement da	ted	
oet	ween				("Buyer"
		Buyer	Buy	/er	// O !! !!
anc		Seller	Sel	ler	("Seller"
con	cerning				(the "Property")
	9	Address	City	State Z	ip (11.6 1 1 0 p 0 1.3 7)
BU	YER'S N	OTICE OF LOW APPRA	ISAL / APPRAISAL WO	ORK ORDERS:	
	Apprais		ie is conditioned on the	completion and approval o	n the Purchase Price ("Low f work orders prior to Closing
	Buyer		Date	Buyer	Date
SE	LLER'S	RESPONSE:			
				VALUE. Seller gives on not less than the Purchas	notice that a reappraisal or se Price.
	\$		not more than the amou	ınt specified in the appraisa	uce the Purchase Price to I). *A consent to the reduction
	\$		nt more than the appra	ised value of the Property	e the Purchase Price to c). *A proposal to reduce the
	Buyer's (2) does	notice of Low Appraisal a	and (1) will not cause a in of the Purchase Price:	reappraisal or reconsiderat	es notice that Seller rejects ion of value to be completed; to reduce the Purchase Price;
	Seller		Date	Seller	Date
BU	YER'S R	REPLY:			
		E OF TERMINATION. Behall be refunded to Buye		Buyer elects to terminate t	his Agreement. The Earnest
		E OF WAIVER OF APPRA um (Form 22AA).	AISAL CONTINGENCY.	Buyer waives the appraisa	I contingency in the Appraisal
	Price to Addend	an amount more than thum (Form 22AA). Buyer	e appraised value of th represents that Buyer h	e Property pursuant to Par has sufficient funds to close	osal to reduce the Purchase ragraph 4(b) in the Appraisal the sale under these terms. and must be signed by each
	Buyer		 Date	Buyer	Date

Form 22AN Notice of Low Appraisal Rev. 7/23 Page 1 of 1

NOTICE OF LOW APPRAISAL

The	e following is pa	art of the Purchase and	d Sale Agreement da	ated	
bet	ween				("Buyer")
and	, 		ВС	ıyer	("Seller")
	Seller		Se	eller	,
cor	Address	;	Ci	ty State	Zip (the "Property").
ВU	YER'S NOTIC	E OF LOW APPRAISA	AL:		
		otice that Buyer's lende praisal is attached to th		of the Property is less that	n the Purchase Price. A copy
	Buyer		Date	Buyer	Date
SE	LLER'S RESP	ONSE:			
	NOTICE OF reconsideration	REAPPRAISAL/RECO	completed in an a	amount not less than the	notice that a reappraisal or Purchase Price. Buyer shall
	\$ original appra	(an amount n iser, or an appraisal b	ot more than the a by another appraise	mount specified in the ap	duce the Purchase Price to praisal or reappraisal by the nder, whichever is higher). *A ach Seller.
	\$		more than the appra	aised value of the Propert	ce the Purchase Price to y). *A proposal to reduce the
	appraisal and	(1) will not cause a re	appraisal or reconsi		rejects Buyer's notice of low mpleted; (2) does not consent ase Price.
	Seller		Date	Seller	Date
BU	YER'S REPLY				
		TERMINATION. Buye e refunded to Buyer.	er gives notice that	Buyer elects to terminate	this Agreement. The Earnest
				NCY. Buyer waives the (Appraisal Less Than Sal	financing contingency in the e Price).
	Price to an a Financing Add	amount more than the dendum (Form 22A). 'Buyer's acceptance of	e appraised value Buyer represents t	of the Property pursuant that Buyer has sufficient f	to Paragraph 5(b)(iii) in the unds to close the sale under the is not a notice and must be
	than the appra	aised value of the Prop ining FHA, VA, or US	perty pursuant to Pa SDA financing and o	ragraph 5(b)(ii) in the Fina	Price to an amount not more noting Addendum (Form 22A). Il close at the reduced price. uyer.
	Buyer		 Date	Buyer	Date

Form 22AWO Notice of Appraisal Work Order Rev. 7/23 Page 1 of 1

NOTICE OF APPRAISAL WORK ORDER

etween				("Buyer")
	Buyer	В	uyer	
nd				("Seller")
	Seller	S	eller	,
ncerning				(the "Property")
	Address	С	ty S	State Zip
UYER'S N	OTICE OF APPRAIS	SAL WORK ORDER		
nditioned	on the completion an		ior to Closing ("Apprais	s notice that the appraised value is sal Work Order"). A copy of lender's
Buyer		Date	Buyer	Date

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BUYER'S SALE OF PROPERTY CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The	followir	ng is part of	the Purc	hase and Sale A	greement da	ated				1
bet	ween _	Buyer			Bu	ıyer			("Buyer")	2
and		Seller				eller			("Seller")	3
con	cerning	Sellel						(the	"Property").	4
	J	Address			Cit	ty	State Zip	· · · · · · · · · · · · · · · · · · ·	1 7 /	
1.	CONTI	NGENT ON	SALE	OF BUYER'S PE	ROPERTY.	This Agreement i	s continger	it on Buyer sell	ing Buyer's	5
	propert	y at								6
						, State of				7
		efore gency Peric		(i	f not filled in	, 45 days after mu	tual accepta	ince of this Agre	eement) (the	9
	ser acc Agi	ving Buyer's ceptance of reement (in	s Propert this Ag cluding	y with a licensed reement. If Buy	I real estate er fails to o ction, or any	Property for sale firm withinlo so, this contingen	days (5 day gency and	s if not filled in) all other condi	after mutual tions in this	10 11 12 13 14
	the refu Buy	end of the unded to Bu yer has ent	Conting yer. For ered into	ency Period, the the purposes of a valid and enf	en this Agre this Addend orceable ag	er's Property or gi ement shall termi dum, the terms "se reement for the p ingency Property N	nate and thell," "selling" urchase an	ne Earnest Mor and "sold" sha d sale of Buye	ney shall be Il mean that r's Property.	15 16 17 18 19
2.	written (a) is c (b) has	consent bef ontingent o	ore Buye n the sale date less	er accepts any off e or closing of the	fer for the sa at (second) b	E OF BUYER'S Pule of Buyer's Propouyer's property; a days from the date	erty that: nd/or	·		21 22
	Seller's such of Buyer's shall be	consent sh ffer without notice that e entitled to y Notice (F	all be on Seller's the cont remedie	prior written con ingency is satisfices as provided fo	nsent, Selle ed and, upor r in the Agre	ent Sale (Form 90L r may terminate t n Seller's terminati eement. Seller's te does not timely t	his Agreem ion, Buyer s ermination s	ent within three hall be in defau hall be on the	e days from It and Seller Contingency	26 27 28
3.	(Finance applicate acceptate conting for the	ing Addendation fee, if reance of this ency in this Loan(s) unti	lum), Buy equired, f Agreem Addend Il after sa	yer shall make w for the subject Pr ent, or ☐ within um (from mutual tisfaction of this	rritten applic roperty ☐ wi acceptance contingency		(s) (defined days (5 days not filled i cked). If Bu form 22A sh	in Form 22A) s if not filled in) n) after Buyer lyer is not requi hall not begin ur	and pay the after mutual satisfies the red to apply	31 32 33 34 35 36 37
4.	Seller hanother accepta or by the	nas received offer, Selle ance, and S e expiration	d notice ter shall in eller sha n of the c	hat Buyer has sandlude the Secon Il give notice to E Contingency in Pa	atisfied or wa nd Buyer's A Buyer and sl ragraph 1, w	the Property on the aived this continge addendum (Form 3 mall give Buyer	ncy. If prior 39) or simila (the "Bump	to that time, Sear form as a column days (5 days if Period") to wait	eller accepts ndition to its not filled in) ve or satisfy	
	Buyer's	Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date	

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BUYER'S SALE OF PROPERTY CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued

the Earnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bump Notice (Form 44) or 44 similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this 45 contingency also waives all other conditions in this Agreement (including financing or any other contingency). If 46 Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver. 47

- 5. CONTINGENCY SATISFIED. Buyer shall give notice to Seller within 2 days of entering into an agreement to sell 48 Buver's Property (i.e., the contingency is "satisfied"). Buver's notice shall include a complete copy of the purchase 49 and sale agreement for the sale of Buyer's Property. The sale of the Property shall close 3 days after the closing 50 of the sale of Buyer's Property. Buyer's notice shall be on the Contingency Property Notice (Form 90K) or similar 51 form. Buyer may not extend the closing date for the sale of Buyer's Property without Seller's written consent. 52
- BUYER'S PROPERTY FAILURE TO CLOSE. Buyer shall give notice to Seller within 2 days of learning that the 53 sale of Buyer's Property has failed to close. Such notice must be given regardless of whether Buyer chooses to 54 proceed with this Agreement and shall be on the Contingency Property Notice (Form 90K) or similar form.
 - (a) Contingency Survives. If the sale of Buyer's Property fails to close through no fault of Buyer before expiration 56 of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency 57 Period has expired. 58
 - (b) Agreement Terminates. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration 59 of the Contingency Period, then, unless Buyer waives the contingency under Paragraph 6(c), this Agreement 60 shall terminate and the Earnest Money shall be refunded to Buyer.
 - (c) Waiver by Buyer. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the 62 Contingency Period, Buyer shall have the option of waiving the contingency and proceeding with the Agreement. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.
 - (d) Waiver by Buyer New Construction. If at the time of Buyer's waiver, a Certificate of Occupancy (CO) or its 67 equivalent for the Property has not been issued by the applicable government authority, then Buyer shall 68 days (5 days if not filled in), of notice from Seller that a Certificate of Occupancy, 69 or equivalent, has been issued or within 30 days of waiver, whichever is later. 70
- 7. CLOSING DATE. The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the 71 Agreement.
- 8. OTHER.

Buyer's Initials Seller's Initials Date Buyer's Initials Date Date Seller's Initials Date Form 22C Seller Financing Addendum Rev. 7/23 Page 1 of 4

SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

ii. Seller is a rii. Seller has riii. Seller has riii. Seller did ordinary coliv. The repayre v. The finance more years B. Washington either: (i) obta 31.04.025(3); not give notice RCW 31.04 cmutual accep Seller is not Agreement will and made a gearnest Mone. C. Disclosure. disclosure suithat includes for the colow shall be below shall be sellowed a part	Buyer represents that elling. If the Property will attural person (and not a not financed the sale of a not construct or act as a urse of Seller's business ment schedule does not ring has a fixed rate of its, subject to reasonable at State DFI Waiver or Exing a waiver from the War or (ii) identify an exempte to Buyer that Seller eignder WAC 208-620-104 tance, Buyer may terminexempt from RCW 31. It is good faith effort to obtain y shall be refunded to But the Property will be used.	ill be used for a residential a loan originator), estate of another property within the a contractor for the consists; result in a negative amortification interest or an adjustable annual and lifetime limitation interest or an adjustable annual and lifetime limitation interest or an adjustable annual and lifetime limitation in the Property ashington State Department of the Property ashington State Department in the Agreement at a confidence of the Agreement	past 12 months; ruction of a residence on the Property i							
A. Limited Use. residential dw i. Seller is a r ii. Seller has r iii. Seller did ordinary co iv. The repayr v. The finance more years 3. Washington either: (i) obta 31.04.025(3); not give notice RCW 31.04 cumutual accep Seller is not Agreement with and made a gearnest Mone C. Disclosure. disclosure suithat includes to below shall be seller a part	Buyer represents that elling. If the Property will attural person (and not a not financed the sale of a not construct or act as a curse of Seller's business ment schedule does not ring has a fixed rate of its, subject to reasonable at State DFI Waiver or Exing a waiver from the Warror (ii) identify an exempte to Buyer that Seller einder WAC 208-620-104 tance, Buyer may terminexempt from RCW 31. Ithin days (5 days good faith effort to obtain y shall be refunded to Butter of the Property will be use many prescribed by DF	at the Property will; all be used for a residential a loan originator), estate of another property within the a contractor for the consist; result in a negative amorti interest or an adjustable annual and lifetime limitati exemption. If the Property ashington State Department of the property ashington State Department of the property ashington State Department at a contract of the property ashington State Department at a contract the Agreement at a contract the property and property and property design at the property and property and property as a contract the property and property and property and property are the property and	will not (will, if not filled in) be used dwelling, this Addendum may only be user trust; a past 12 months; ruction of a residence on the Property if the property is property if the property if the property is property if the property if the property if the property is property if the pro							
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disclosure sur that includes to D. Limited Prace below shall be E. Attorney Rev Agreement ar Unless a part	nmary prescribed by DF	or a compliant federal of								
E. Attorney Rev Agreement an Unless a part										
Agreement ar Unless a part	tice Board Forms. The attached to this Agreem		mited Practice Board ("LPB") form refere							
in) of mutual a	nd this Agreement is co y gives written notice of									
form, includin printed terms legal counsel	If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any preprinted terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within days (10 days if not filled in) of mutual acceptance, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.									
		Seller understands that Se Property, such as a prior	ller's security interest in the Property ma							

Form 22C Seller Financing Addendum Rev. 7/23 Page 2 of 4

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued

2.	PΑ	YME	ENTS TO SELLER AND METHOD OF PAYMENT	42								
	Α.		wn Payment. Buyer shall pay a down payment, including Earnest Money, which shall be applied to the chase Price at Closing as follows:	43 44								
		Ear	Earnest Money: \$ + Additional Money Down: \$ = Total Down Payment \$									
	В.		erest Rate. The balance of the Purchase Price (the "Indebtedness") shall accrue interest at % per num. Interest will begin to accrue on □ Closing; □ (Closing if not checked).	46 47								
	C.	Pa	ments to Seller. Buyer shall pay (check applicable box):	48								
		i.	☐ No installment payments are required.	49								
		ii.	□ Principal and interest installments of \$	50								
		iii.	☐ Interest only payments on the outstanding principal balance.	51								
		sha		52 53 54								
	D.		Promissory Note and Deed of Trust	55								
		i.	Security . The Indebtedness shall be evidenced by a Promissory Note and a ☐ first; ☐ second; ☐ third (first, if not filled in) Deed of Trust, as set forth below.	56 57								
		ii. Promissory Note. Buyer agrees to sign at Closing LPB Form 28A (Promissory Note).										
		iii.	Deed of Trust. Buyer agrees to sign at Closing the following selected form (check applicable box):	59								
			a. LPB Form 22 (Deed of Trust) securing the Property; or									
			b. □ LPB Form 22A (Deed of Trust with Due on Sale and Due Date) securing the Property. The parties shall initial the Due on Sale clause, which provides: "The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law."	63								
		iv.	Due Date. The balance of principal and accrued interest shall be due and payable in full on day of	66 67								
		V.	Default and Default Interest . During any period of Buyer's default, the principal shall bear interest at the rate of									
		vi.	vi. Prepayment. Buyer may prepay all or part of the balance owed under this Agreement at any time without penalty.									
		vii.	□ No Further Encumbrances. Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property. If selected, the Deed of Trust shall include the following provision:	76 77								
			As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such	79 80								

Form 22C Seller Financing Addendum Rev. 7/23 Page 3 of 4

Buyer's Initials

Date

Buyer's Initials

SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Date

Continued

encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

					the same be created by Grantor or an unaffiliated third party asserting a judgment lien, ic's or materialmen's lien or any other type of encumbrance or title defect.	86						
	E.		Rea	al Es	state Contract	87						
					the Property is primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy able only by using a real estate contract.	88 89						
		i.		itial	state Contract. The parties agree to sign LPB Form 44 (Real Estate Contract). The parties agree and make applicable the following Optional Provisions in LPB Form 44 if the corresponding box is d:	90 91 92						
			a.		Substitution and Security on Personal Property	93						
			b.		Alterations	94						
			c.		Due on Sale	95						
			d.		Pre-Payment Penalties on Prior Encumbrances	96						
			e.		Periodic Payments on Taxes and Insurance (The payments during the current year shall be	97						
					\$	98						
		ii.		ash	Out. The entire balance of principal and interest shall be due and payable in full not later than	99						
						100						
3.	AS	SUN	ΙED	UNI	DERLYING OBLIGATIONS AND METHOD OF PAYMENT	101						
	A. Assumed Obligations. Buyer shall assume the following obligations \$											
	B. Consent of Holder of Underlying Obligation. If there is an existing Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after Closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent upon mutual acceptance of this Agreement. This Agreement is subject to the written consent of the holder of the underlying obligation within days (15 days if not filled in) of mutual acceptance. If the holder's written consent to this Agreement is not obtained by such date, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.											
	C.		C. ☐ Seller Wrap of Existing Loan.									
			Sell	er V	e, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.							
		Pay \$ _ hav rem	ymer	an a the	e, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.	107 108 109 110 111 112 113 114						
	D.	Pay have rem cor not	ymer ving a nains nditio in de	an a the ns.	Vrap of Existing Loan. From the payments by Buyer to Seller, Seller will pay the monthly payments of due on an existing loan by (the lender) approximate present principal balance of \$ with interest at % per annum computed on the unpaid principal and secured by the Property. Such balance obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is	107 108 109 110 111 112 113 114 115						
	D.	Pay have rem cor not	ving anains adition in de Cas	the one of Real	Vrap of Existing Loan. From the payments by Buyer to Seller, Seller will pay the monthly payments of due on an existing loan by (the lender) approximate present principal balance of \$ with interest at % per annum computed on the unpaid principal and secured by the Property. Such balance obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is lit to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.	107 108 109 110 111 112 113 114 115 116 117						

Seller's Initials

Date

Seller's Initials

Date

Buyer's Initials

Buyer's Initials

Date

Date

Seller's Initials

Date

Seller's Initials

Date

SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued

		ii.	Loan Amount and Payments. The assumed loan has a principal balance of approximately	122
			\$ and is payable in monthly installments of approximately	123
			$\$ including interest at % per annum computed on the declining principal balance, and including \square real estate taxes; \square hazard insurance. Seller shall pay any delinquencies at Closing.	
		iii.	□ Seller Warranty – Loan is Assumable . Seller warrants that the assumed loan is assumable provided that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of the assumed loan.	
		iv.	□ Buyer Review Period. This Agreement is conditioned upon Buyer's review of the assumed loan. Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived).	130 131 132
		٧.	□ Seller Review Period. Seller understands that when a loan is "assumed," Seller may remain liable to pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's disapproval of the terms of the assumed loan within days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived).	134 135
4.			R TERMS (Check all that apply). Payments to Collection Account.	138 139
	A.		Collection Account. Buyer's payments to or on behalf of Seller shall be made to a contract collection	
		i.	account at	141 142 143
		ii.	□ Escrow. The Collection Account shall also serve as escrow for a request for reconveyance or fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the Collection Account pending payment of funds as provided for herein and shall be released to Buyer when full payment of funds due and owing have been received by the Collection Account.	147
		iii.	□ Taxes and Insurance. In addition to payments for the principal and interest, additional amounts determined by the Collection Account holder shall be paid by Buyer and applied to □ real property taxes; □ insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing Agent □ may; □ may not (may if not checked) collect the initial deposit for taxes and insurance at Closing.	151
	B.		Seller's Review of Buyer's Finances Contingency. This Agreement is conditioned upon Seller's review and approval, in Seller's sole discretion, of (i) □ Buyer's credit report and score; (ii) □ Buyer's income tax returns for the prior years (3 years if not filled in); (iii) □ verification of Buyer's employment from Buyer's employer; and (iv) □ other Buyer will provide Seller with all applicable information including a credit report and score (if applicable) within days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to Buyer of Seller's disapproval of the applicable conditions within days (2 days if not filled in) of the date the information is due, this contingency shall be deemed satisfied (waived).	155 156 157 158 159
	C.		Title Insurance. Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's security interest and shall pay for an extended lender's title insurance policy if the cost of such extended policy does not exceed the cost of a standard policy by more than ten percent (10%).	

Form 22EF Evidence of Funds Addendum Rev. 7/23 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

EVIDENCE OF FUNDS ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated 1 between _ ("Buyer") and 3 ____ (the "Property"). 4 concerning Address **DEFINITIONS.** 1. 5 a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has 6 sufficient cash or cash equivalent in United States funds. 7 b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no 8 contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 9 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 10 c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another 11 source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of 12 other property or stock, retirement funds, foreign funds, a gift, or future earnings. 13 2. D EVIDENCE OF NON-CONTINGENT FUNDS. Buyer is relying on Non-Contingent Funds for payment of the 14 Purchase Price. Buyer shall provide Evidence to Seller of such funds within _____days (3 days if not 15 filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not 17 use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior 18 written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this 20 21 Addendum, the Earnest Money shall be refunded to Buyer. 3. DISCLOSURE OF CONTINGENT FUNDS. Buyer is relying on Contingent Funds for the Purchase Price: 22 ■ Loan: 23 ☐ Sale of the following owned by Buyer: 24 □ Gift of \$ _____ from 25 ☐ Funds not readily convertible to liquid US funds: _____ 26 ☐ Down Payment Program: _____ □ Other (describe): 28 Buyer shall provide Evidence to Seller _____ days (10 days if not filled in) prior to Closing that the funds 29 relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely 31 provide such Evidence. Seller may give notice terminating this Agreement any time before such Evidence is 32 provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest 33 Money shall be refunded to Buyer. 34 If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections 35 required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and 36 37 well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 4. BUYER DEFAULT. If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not 38 available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the 39 40 Agreement.

Form 22J Lead Based Paint Disclosure Rev. 7/23 Page 1 of 2

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Soller ("Sell So	etween						("Buver
Address City State Livery purchaser of any interest in residential real property on which a residential dwelling was built prior to 1975 notified that such property may present exposure to lead from lead-based paint that may place young children risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological dama including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Le poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property required to provide the buyer with any information on lead-based paint hazards from risk assessments inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A rassessment or inspection for possible lead-based paint hazards is recommended prior to purchase. DTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b) Records and reports available to the Seller (check one below): Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).		Buyer			Buyer		(= 5) (
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Soluri Soluri ("Seller") Concerning Analyses Civ Soluri Zip (the "Property"). Lead Warning Statement Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children may roduce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of alpk known lead-based prior to purchase. NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. Seller's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards are present in the housing (explain). Checords and reports available to the Seller (check one below): Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing (ist documents below). Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing (lead-based paint and/or lead-based paint hazards in the housing (lead-based paint and/or lead-based paint hazards in the housing (lead-based paint and/or lead-based paint hazards in the housing (lead-based paint and/or lead-based paint hazards in the housing (lead-based paint and/or lead-based paint hazards in the housing.)	pased paint and/or lead						
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Form 22J Lead Based Paint Disclosure Rev. 7/23 Page 2 of 2

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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Continued

Buye	r's /	Acknowledgme	nt				
(c)	Buy	er has received	the above Selle	er's Disclosure ar	nd all documents (i	f any) Buyer Initials	Buyer Initials
(d)	Buy	er has received	the pamphlet P	rotect Your Fam	ily from Lead in Yo	·	Buyer Initials
(e)	Buy	er has (check or	ne below):				
		Waived the opp and/or lead-bas			ssment or inspecti	on for the presence o	f lead-based paint
					essment or inspect g terms and condit	ion for the presence c ions:	f lead-based paint
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		disapproval of the receiving this D	he risk assessn Disclosure. Buy	nent or inspection er's notice must	n to Seller within _	fic existing deficiencie	f not filled in) after
		disapproval not agrees to correct to the Closing demonstrating t parties may ag adjustments to the	ice, give writter the conditions Date, and Selle hat the condition ree on any other Purchase P	n notice that Se is identified by Bu er shall provide on(s) has been ru her remedy for rice. If an agreer	ller will correct the uyer, then it shall be Buyer with certifice emedied prior to the the disapproved on ent on non-repair	ot filled in) after Seller's conditions identified e accomplished at Selection from a risk assection from Date. In lieucondition(s), including remedies is secured in secontingency will be continued.	by Buyer. If Seller ler's expense prior essor or inspector a of correction, the but not limited to a writing before the
		inspection, or if notice of termina time limit or de Earnest Money Buyer's failure Property withou	the parties canration of this Agr livery of Seller' shall then be ret to give a writte t Seller having	not reach an agree eement within _ s notice pursuar turned to Buyer a n notice of term	days (3 days (3 nt to the preceding and the parties shall ination means that anditions identified	s identified in Buyer's re remedies, then Buyer days if not filled in) aft paragraph, whicheve have no further obligate Buyer will be require in Buyer's risk assess	er may elect to give er expiration of the er occurs first. The tions to each other. ed to purchase the
		s reviewed the ir are true and acc		re and certifies, t	o the best of Buye	r's knowledge, that the	e statements made
Buy	er			Date	Buyer		Date
В	roke	Acknowledgme ers have informed sure compliance.	d Seller of Selle	er's obligations u	nder 42 U.S.C. 485	52(d) and are aware of	their responsibility
Buy	er E	Broker		Date	Listing Broker		Date
———Buyer li	nitials	 Date	Buyer Initials		Seller Initials	 Date Seller Init	ials Date

Form 22I &A Land & Acreage Addendum Rev 7/23

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LAND AND ACREAGE ADDENDUM Page 1 of 4 The following is part of the Purchase and Sale Agreement dated ______ 1 ("Buyer") between 2 Buyer Buyer ("Seller") and _ 3 Seller Seller concerning _ (the "Property"). Address BUYER ACKNOWLEDGMENTS: If Buyer has any questions regarding the Property, Buyer is advised to make 5 the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 6 Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the 7 adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and 8 desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the 9 Property. 10 b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have 11 the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is 12 accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13 Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information 14 regarding the size of the Property, identification of easements or encroachment problems. 15 c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on 16 the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited 17 time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is 18 suitable for any needed on-site sewage disposal system and related equipment. 19 d. A generally accepted method for determining water quality from any well or other water delivery system is to 20 have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited 21 to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water 22 quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer 23 understands that the results of such tests only provide information regarding water quality or quantity at the 24 time of the test(s) and provide no representation or guarantee that results will not change or vary at other 25 times. 26 If the Property is currently taxed at a reduced rate because a special classification such as open space, 27 agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will 28 need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required 29 to be paid if the use classification is changed or withdrawn at Closing or in the future. 30 A generally accepted method for determining the value of timber growing on the Property is to have a 31 qualified forester or forest products expert "cruise" the Property and give a written valuation. 32 On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If 33 there is an on-site sewage system on the Property that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A 35 purge test consists of introducing water into the system to determine whether the system is functioning 36 properly. 37 h. Additional tests or inspections of the Property may be required by local or state governmental agencies before 38 title to the Property is transferred. 39 Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should 40 use due diligence to investigate such agreements. 41 Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

Form 22L&A Land & Acreage Addendum Rev. 7/23 Page 2 of 4

Buyer's Initials

Buyer's Initials

Date

Date

Seller's Initials

Seller's Initials

Date

Date

LAND AND ACREAGE ADDENDUM

Continued 2. CONTINGENCIES: 43

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a. General Contingency Provisions. This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.

- b. Contingency Periods. The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.
- c. Contingencies. Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller:

Daid by	Deid bu		C-ntin	
Paid by Buyer	Paid by Seller		Contingency period (20 days if not filled in)	55 56
		i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	days	57 58 59 60
		ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	days	61 62 63 64 65 66 67 68
		("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	days	69 70 71 72 73 74 75 76 77 78 79 80
		The OSS inspection shall; shall not include a purge test to determine if the OSS is functioning properly.		81 82
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within days (10 days if not filled in) of mutual acceptance.		83 84 85
		iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	days	86 87 88 89
		Water quality and/or purity tests □ shall; □ shall not be submitted to a private lab for further evaluation.		90 91

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LAND AND ACREAGE ADDENDUM

Continued

			v.	test or other t flow of adequate to	est selected g. p. reasonably	quantity tests (4 hod by Buyer) showing m., which Buyer of meet Buyer's need by a qualified po	ng a susta agrees wi needs. W	ined Il be /ater	days	92 93 94 95 96	
			vi.	products expe	rt of Buyer's	conducted by a q s choice, with result r in Buyer's sole dis	s of the ci		days	97 98 99	
. АГ	DDITIONAL PR	OVISION	S (d	check as applic	able)					100	
	set forth in Spe Completion of matters affecting the condition at the licensure of area on the P presence of rea feasible and ac	ecific Terr a feasibing the Prond capaci f wells, per property, the corded accepts	n 1: ility ope ity c erm the cces	5 and General study and de rty including, wo firrigation pun itted or certification number and less easements to for Buyer to accept to accept to the study of th	Term "u" o termination vithout limitanps, system ated water rocation of the Prope equire the F	aph supersedes and form 25 (Vacant land), in Buyer's sole cation, the condition and wells, the aderights for the Proper approved road approved road approved road approved in accordance existing tenants' open	Land Purce liscretion, of any imperson of very ty, the local proaches Buyer's ince with the	hase and Sale that the Prop provements to vater rights for ation and size from public ro tended use(s) e Agreement.	e Agreement). erty and any the Property, the Property, of any critical ads, and the , and that it is	. 102 / 103 , 104 , 105 I 106 e 107 s 108	
	not filled in) a	fter mutua	al a	acceptance, Bu	ıyer gives	e deemed waived un notice disapproving greement, the Earn	the feasi	bility study. If	Buyer timely	/ 112	
		pplicable hat water	to rig	the Property, thts do not aut	all of which	h will be transferre transfer with title to	ed to Buy		. The parties	3 115	
	interest in, to Closing Date, to occur that with	and unde there are or withou d, indemr	r a no it no nify	ny lease of the defaults under otice and the p and hold Selle	e Property the leases assage of t er harmless	will assign, transfer, and will represent and no condition exime could ripen into from and against and	and warra dists or even such a de	ant to Buyer the ent has occurre efault. At Closi	nat, as of the ed or failed to ng, Buyer wil	9 119 9 120 121	
	before			A party sha	all conclusiv	on review and apporely be deemed to do to the other party by	have waiv	ed this contin			
	the Agreement	: □ porta □ irrigatio	able n e	buildings; 🚨 s quipment; 🖵 fo	sheds and ouel tanks; [ncluded in addition other outbuildings; □ submersible pum	□ game fe ps; □ pre	eeders; 🖵 live	stock feeders ☐ corrals and	128	
						d in the sale shall be rsonal property and		vey it by bill of	sale.	. 131 132	
	CRP Program . Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such a contract. All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA or applicable government agency prior to Closing. Any applicable program payments a shall be prorated as of Closing.										
	Seller shall deliver to Buyer all documents related to such programs within (10 days if not filled in) after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.										
 B:	uyer's Initials	 Date	— Ві	uyer's Initials	 Date	Seller's Initials	 Date	Seller's Initials	Date		

Form 22I &A Land & Acreage Addendum Rev 7/23 Page 4 of 4

Buyer's Initials

Date

Buyer's Initials

LAND AND ACREAGE ADDENDUM

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Continued ☐ Crops/Land Lease Review Contingency. Seller shall make available to Buyer, as soon as practical, but no later 143 days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control 144 relating to any crop or land lease for the Property. 145 Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the 146 foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not 147 give notice of disapproval within _ days (10 days if not filled in) of receipt of the above documents 148 or the date that the above documents are due (whichever is earlier), then this lease review contingency shall 149 conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement 150 shall terminate and the Earnest Money shall be refunded to Buyer. 151 Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and 152 agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and 153 agreements by assignment and Buyer shall assume performance of all obligations upon Closing. The parties 154 should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements. 155 4. DOCUMENT REVIEW PERIOD. If this box is checked. Seller shall deliver to Buyer a copy of the following 156 documents within _____ (20 days if not filled in) of mutual acceptance: 157 158 159 days (15 days if 160 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within not filled in) of receipt of the above documents or the date that the above documents are due, then this 161 document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of 162 163 disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. □ 5. ADDITIONAL INSPECTIONS. If this box is checked and if a qualified professional performing any inspection 164 of the Property recommends further evaluation of the Property, Buyer shall have an additional 165 (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the 166 end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's 167 recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of 168 additional inspections, the applicable contingency period shall be replaced by the additional period specified 169 above. The time for conducting the additional inspections shall commence on the day after Buyer gives 170 notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of 171 172 the Agreement. 6. TAX DESIGNATION. 173 a. Classification of Property. Seller represents that the Property is classified as \Box open space 174 ☐ farm and agricultural ☐ timberland under Chapter 84.34 RCW. **b.** Removal from Classification. Buver shall not file a notice of classification continuance at the time of 176 Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, 177 and penalties assessed by the county assessor when the Property is removed from its classification shall 178 be paid by Deller Deluger both Seller and Buyer in equal shares (Seller if no box is checked). 179 **c.** Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice 180 of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all 181 documents necessary to continue the classification. The notice of classification continuance shall be 182 attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice 183 of classification continuance, the county assessor must reassess the Property's taxable value and 184 retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay. 185

Seller's Initials

Date

Seller's Initials

Date

Date

Form 22R Well Addendum Rev. 7/23 Page 1 of 2

Buyer's Initials

Buyer's Initials

Date

Date

Seller's Initials

Date

Seller's Initials

Date

WELL ADDENDUM TO PURCHASE AND SALE AGREEMENT

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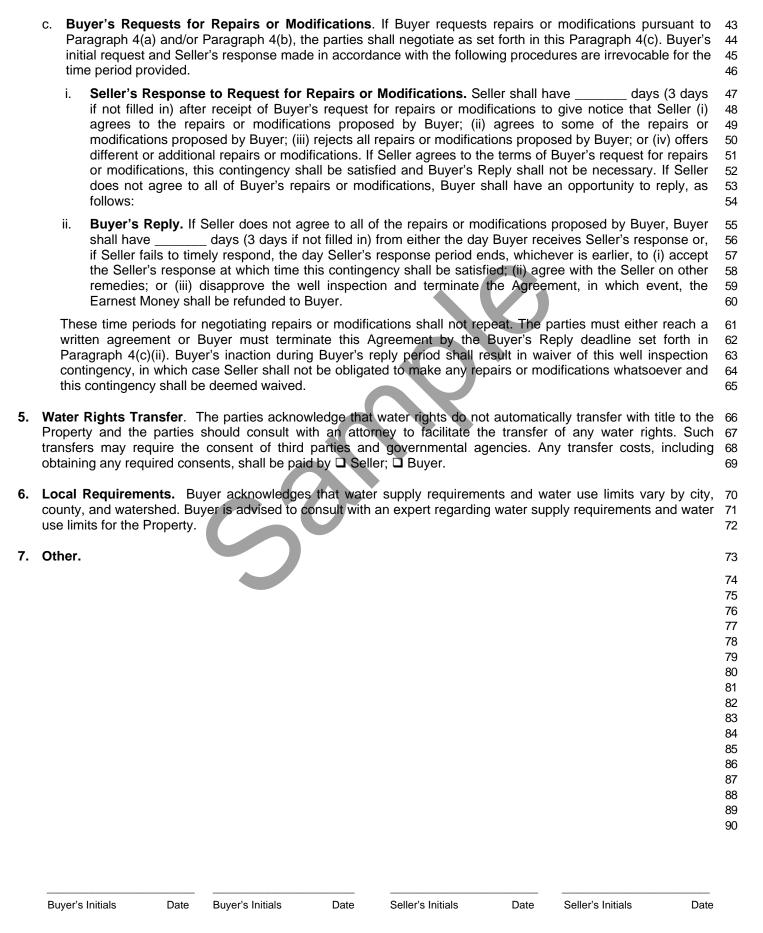
The following is part of the Purchase and Sale Agreement dated between _ ("Buyer") and 3 (the "Property"). concerning Address THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL OR WATER SUPPLY SYSTEM SERVING THE PROPERTY. 6 Number of Connections. Seller represents that the well currently has _____ (one, if not filled in) 7 8 connection(s). Seller's Representations. Seller represents that, except as explained below, to the best of Seller's knowledge, the 9 well and water supply system serving the Property (a) provide an adequate supply of household and yard water for 10 Seller's use: (b) are not presently contaminated by biological or chemical agents; (c) comply with all applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other 12 material defects. 13 Well Documents Review Period. Seller shall deliver to Buyer all documents in Seller's possession associated 14 with the well, including, but not limited to shared well agreements and maintenance records, within (10 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of 16 disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the 17 above documents are due, whichever is earlier, then this well documents review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and 19 the Earnest Money shall be refunded to Buyer. 20 Well Inspection. Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and 21 water quality and supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate; purity 22 standards (organic and inorganic); verification that the source is adequate and that the system meets federal, 23 state and/or local standards as well as any other matter of concern to Buyer. Any inspection(s) shall be (a) 24 ordered by Buyer; (b) performed by qualified inspector(s) of Buyer's choice; and (c) completed at Buyer's 25 expense. Buyer shall have the right to attend the inspection(s). 26 Water Quality Contingency. The Agreement is contingent on Buyer's approval of an inspection of the water 27 quality and/or purity tests (organic and inorganic). Water quality tests shall be performed by a qualified 28 professional. The water quality and/or purity tests \square shall; \square shall not be submitted to a private lab for further 29 evaluation. 30 This water quality contingency shall conclusively be deemed waived and Seller shall not be obligated to make 31 __ days (15 days if not filled in) of mutual acceptance, Buyer repairs or modifications unless within _____ 32 gives written notice of (a) disapproving of the inspection report and terminating the Agreement or (b) 33 proposing repairs to the well related to water quality or modifications to the Agreement. 34 Water Quantity Contingency. The Agreement is contingent on Buyer's approval of an inspection including 35 (i) water quantity tests, flow rates, and verification that the source is adequate; (ii) compliance with federal, 36 state and/or local standards; and (iii) any other matter of concern to Buyer. The water quantity test shall be 37 performed by a qualified professional. 38 This water quantity contingency shall conclusively be deemed waived and Seller shall not be obligated to make repairs or modifications unless within days (15 days if not filled in) of mutual acceptance, 40 Buyer gives notice (a) disapproving the inspection and terminating the Agreement or (b) proposing repairs to 41 42 the well related to water quantity or modifications to the Agreement.

Form 22R Well Addendum Rev. 7/23 Page 2 of 2

WELL ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued



Form 22RN Well Inspection Response for Form 22R Rev. 7/23 Page 1 of 1

WELL INSPECTION RESPONSE FOR FORM 22R

The	followir	ng is part of the Purc	hase and Sale Agreemen	t dated		
bet	ween _	Buyer		Buyer		("Buyer")
and		Seller		Seller		("Seller")
con	cerning					(the "Property").
	Buyer's Buyer's refunde Buyer r	inspection of the we inspection of the vode to Buyer.* equests the following	••	pection continger the Agreement is airs described belo	ncy is satisfied.* s terminated. The Earnes ow or on the attached page	es. If Seller agrees 1
						1
						1 1 1
						1
Bu	iyer		Date	Buyer		Date
mod	lification	s and/or repairs and			other addenda or notice rresulting from the reques	
	Seller a agree to	grees to all of the mod proceed to Closing a	s provided in the Agreemer	r's request. The we nt, and Buyer's rep	MODIFICATION. Ill inspection contingency is soly, below, is not necessary.* on the attached pages:**	
	Seller re	ejects all proposals l ejects all proposals b e attached pages:**		following alterna	tive modifications or repair	s described below 2 2 2
						3
Se	ller		Date	Seller		3 Date
	Buyer a Buyer r Earnest Buyer r acknow or Buye	ejects Seller's respond Money shall be refuncted Money shall be refuncted Money shall be rejuded Money shall be refuncted Money shall b	onse and agrees to proce onse. Buyer disapproves ounded to Buyer.* onse, but offers the attainspection contingency wi	of the well inspect sched alternative Il be waived unlestion and termina NWMLS Form 22	provided in the Agreemen etion and this Agreement in proposal for modification as Buyer and Seller reach ting the Agreement befor 2R).**	s terminated. The 3 3 or repair. Buyer 3 written agreement 3
Bu	ver		Date	Buver		Date

^{*} This is a notice which requires only one Buyer's or one Seller's signature.
** This is not a notice and requires all Buyer's or Seller's signatures.

Form 22SI Sewer Inspection Addendum

SEWER INSPECTION ADDENDUM TO

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	7/23 e 1 of 1	PURCHASE AND SALE AGREEMENT	ALL RIGHTS RESERVED	
The	following is part of the Purchase	and Sale Agreement dated		1
betv	ween		("Buyer")	2
	Buyer	Buyer		
and	Seller	Seller	("Seller")	3
	Sellel	Sellel		
con	cerning	City State	(the "Property").	4
	inspections of the sewer system	GENCY. This Agreement is contingent on Buyer's on the Property. Buyer's inspections may include a the inspector to remove toilets or other fixtures to a	a sewer line video inspection	6
	choice, and (c) completed at Bu Property without first obtaining S inspectors. Buyer shall restore the	spections are to be (a) ordered by Buyer, (b) performager's expense. Buyer shall not alter the Property of Seller's permission. Buyer is solely responsible for it is Property and all improvements on the Property to the chall be responsible for all damages resulting from an analysis.	or any improvements on the nterviewing and selecting all the same condition they were ny inspection of the Property	10 11 12
	notice of disapproval of the sew	nspection contingency shall conclusively be deemed ver inspection report within days (10 days Buyer gives timely notice of disapproval, the Agree to Buyer.	s if not filled in) after mutual 1 ment shall terminate and the	14 15 16
		shall not provide the sewer inspection report to Sos written request, Buyer shall provide the sewer insp	onor, armore construction	18

Form 22T Title Contingency Addendum Rev. 7/23 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

TITLE CONTINGENCY ADDENDUM TO

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23 24

Date

		PURCHASE & SALE AGREEM	ENT
The f	following is part of the Purchase	and Sale Agreement dated	
betwe	een	Buyer	("Buyer")
and _	, 		("Seller")
conc	Seller	Seller	(the "Property").
COLIC	erning	City	State Zip (tile F10perty).
1.	together with any easements days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (5 days if not filled in) from the days (6 days if no	, covenants, conditions and restriction of the date of Buyer's receipt of the method the date of Buyer's receipt, if neith contained in the preliminary commit acceptance, Buyer's time to review ered for review under this contingency and days (5 days if not filled in) after B	uyer's notice of disapproval to give Buyer
	disapproved exceptions.	ill disapproved exceptions. Seller sna	Ill have until the Closing Date to clear all
	Agreement within 3 days aft Agreement, the Earnest Mone	er the deadline for Seller's notice. In	oved exceptions, Buyer may terminate this the event Buyer elects to terminate the r does not timely terminate the Agreement, eller did not agree to clear.
2.	then the above time periods	and procedures for notice, correction, er's receipt of the supplemental title rep	new exception(s) to the title commitment, and termination for those new exceptions port. The Closing date shall be extended as
3.	Marketable Title. This Adden as provided for in the Agreem		gation to provide marketable title at Closing

Date

Seller's Initials

Date

Seller's Initials

Form 23 Manufactured Home PSA Rev. 7/23 Page 1 of 6

MANUFACTURED HOME PURCHASE & SALE AGREEMENT (HOME ON LEASED LAND)

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Specific Terms

1.	Date:	MLS No.:	Offer Expiration Date	
2.	Buyer:			
3.	Buyer Seller:	Buyer		tatus
	Seller	Seller	Carial Na	
4.			Serial No.:	
	Year: Space No.:	Tax Pard	cel No(s).:	
	Address	City	County	State Zip
	Base Lease Terms: (check only or	,		\$
	· ·	J	nent are referred to as the "Property	
5.	☐ dishwasher(s); ☐ microwave(s	s); \square wood stove(s); \square fire	ove(s)/range(s);	security system; \Box hot
6.	Purchase Price: \$			U.S.Dollars
7.			ery Date days after mutual ad	cceptance
	-		the form of a Promissory Note (incl	•
8.	Default: (check only one) ☐ Forfe	iture of Earnest Money; 🗖 Se	eller's Election of Remedies	
9.	Closing Agent:			
10	Company Closing Date:	· Possession D	Individual (optional)	
	_		ested (attach NWMLS Form 22K);	Waived
		·	proval days after receipt	
	_	-	s disapproval days after mu	-
	-		of Buyers within days after m	
			utual acceptance; Satisfied/Waive	-
			☐ Buyer/Listing Broker (dual agent	
	Buyer Brokerage Firm Compens Addenda:	\$ of % Amount Offere	; □ Pay as Offered or □ O	
Bı	uyer Signature	Date	Seller Signature	Date
Bı	uyer Signature	Date	Seller Signature	Date
Bı	uyer Address		Seller Address	
Ci	ty, State, Zip		City, State, Zip	
Pł	none No.	Fax No.	Phone No.	Fax No.
Bı	uyer E-mail Address		Seller E-mail Address	
Bı	uyer Brokerage Firm	MLS Office No.	Listing Brokerage Firm	MLS Office No.
Bu	uyer Broker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
Fi	rm Phone No. Broker Phone	No. Firm Fax No.	Firm Phone No. Broker Ph	one No. Firm Fax No.
Fi	rm Document E-mail Address		Firm Document E-mail Address	
Bı	uyer Broker E-mail Address		Listing Broker E-mail Address	
Bı	uyer Broker DOL License No.	Firm DOL License No.	Listing Broker DOL License No.	Firm DOL License No.

Form 23 Manufactured Home PSA Rev. 7/23 Page 2 of 6

MANUFACTURED HOME PURCHASE & SALE AGREEMENT Northwest Multiple Listing Service (HOME ON LEASED LAND)

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General Terms

- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer 17 Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 18 refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay 19 them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 21

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. 25 If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse 26 the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing 27 Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be 33 deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so 35 under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing 36 Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires 38 the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 40 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 41 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 42 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 43 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 44 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 45 remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, 46 Seller shall acquire clear title before Closing.
- Condition of Title to Manufactured Home. Title to the Manufactured Home has not been eliminated and the 48 Manufactured Home is personal property under Washington law. The Manufactured Home shall be conveyed at 49 closing by a bill of sale in the form of LPB 30-05(i) or LPB 30-05(r), as appropriate, and shall be conveyed free and 50 clear of any monetary obligation or security interest. If applicable, Seller shall convey the vehicle title to the 51 Manufactured Home to Buyer. 52

Buyer's Initials Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date

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MANUFACTURED HOME PURCHASE & SALE AGREEMENT Northwest Multiple Listing Service (HOME ON LEASED LAND)

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General Terms

Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 53 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys, garage door remotes, and access codes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 58 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear 59 excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance 60 (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 70 monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one 72 smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- Closing Costs and Prorations. Seller and Buyer shall each pay one-half of the escrow fee. Rent, and obligations pursuant to the Lease or Rental Agreement, shall be prorated as of Closing. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. If any payments are delinquent on encumbrances on the Manufactured Home which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due to, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank 81 if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility and internet charges, including unbilled charges. Unless 83 waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or 87 before Closing.
- Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 100 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 102 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 103 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 104 on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 105 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 106 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 107

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials	als Date
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MANUFACTURED HOME PURCHASE & SALE AGREEMENT Northwest Multiple Listing Service (HOME ON LEASED LAND)

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General Terms

- Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated 108 in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the 109 last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 110 or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a 111 Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the 112 Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on 113 a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, 114 Sunday, legal holiday as defined in RCW 1.16.050 or day when the county recording office is closed, shall occur on the 115 next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting 116 backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is 117 a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next 118 day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). Time is of the essence 119 of this Agreement. 120
- Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 121 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 122 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 123 electronic form has the same legal effect and validity as a handwritten signature. 124
- Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 125 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 126 Buyer on the first page of this Agreement. 127
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 128 provision, as identified in Specific Term No. 8, shall apply: 129
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 130 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 131
 - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 132 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 133 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 134 any other rights or remedies available at law or equity. 135
- m. Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 136 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 137 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 138 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 139 fees and expenses. 140
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 141 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 142 office of the other party pursuant to General Term h. If this offer is not so accepted, it shall lapse and any Earnest 143 Money shall be refunded to Buyer. 144
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 145 Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 146 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not 147 be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the 148 other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest 149 Money shall be refunded to Buyer.
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 151 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 152 unless sooner withdrawn. 153
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch 154 Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. 155 Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and 156 Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker 157 and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent 158

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date Form 23 Manufactured Home PSA Rev. 7/23 Page 5 of 6

MANUFACTURED HOME PURCHASE & SALE AGREEMENT Northwest Multiple Listing Service (HOME ON LEASED LAND)

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General Terms

to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 159 If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm 160 their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) 161 representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real 162 Estate Agency."

- Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 164 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as 165 specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller 166 as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's 167 compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the 168 terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 169 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 170 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and 171 irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or 172 Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' 173 fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 174
- Cancellation Rights/Lead-Based Paint. If the Manufactured Home was built prior to 1978, and Buyer receives a 175 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual 176 acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 177
- Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 178 No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Firm 179 related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially 180 inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice under this 181 section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 182
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 183 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 184 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 185 under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter 186 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 187 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 188 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 189 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 190 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 191 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 192 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 193 diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 194 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 195 may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 196 intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost 197 of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 198 available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 199 Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to 200 Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as 201 inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third 202 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- Park Rules and Regulations Contingency. Unless waived in Specific Term No. 12, this Agreement is contingent on 204 Buyer's review of any applicable mobile home park rules and regulations, if any, which Seller shall provide to Buyer 205 within 3 days of mutual acceptance. Buyer's approval shall be conclusively deemed given unless Buyer gives notice of 206 disapproval by the date specified in Specific Term No. 12. 207
- Assumption of Lease/Rental Agreement Contingency. This Agreement is contingent on Buyer's ability to assume 208 the Lease/Rental Agreement for the Property on which the Manufactured Home is located on terms acceptable to 209 Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in 210 Specific Term No. 13 that Buyer is unable or unwilling to assume the Lease/Rental Agreement. Upon Closing, Buyer 211 shall assume the Lease/Rental Agreement for the Property. 212

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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MANUFACTURED HOME PURCHASE & SALE AGREEMENT Northwest Multiple Listing Service (HOME ON LEASED LAND)

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General Terms

- Approval of Buyer. This Agreement is contingent on the mobile home park's approval of Buyer. This contingency shall 213 be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 14 that the mobile 214 home park disapproved of Buyer. 215
- Department of Labor and Industries Compliance Inspection. Buyer is advised that manufactured homes are subject 216 to regulation by the Washington State Department of Labor and Industries ("L&I"). L&I imposes special regulations on 217 manufactured homes, including regulations pertaining to the permitting and inspection of alterations to manufactured 218 homes. Accordingly, in addition to any inspection rights Buyer may have pursuant to this Agreement, including the 219 Inspection Addendum (NWMLS Form 35), Buyer shall have 10 days to inspect the manufactured home on the Property 220 for the purposes of compliance with L&I regulations. On or before the end of this inspection period, Buyer may give 221 notice of any L&I compliance deficiencies. Upon Buyer's notice, Seller shall have 15 days to give notice that Seller has 222 remedied the deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 223
- Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 224 based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 225 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 226 sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 227



Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date Form 25 Vacant Land PSA Rev. 7/23 Page 1 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT

Specific Terms

1. Date:	: 	MLS No.:	Offer Expiration Date:	
2. Buye	Buyer	Buyer	Status	
3. Selle	•	Seller		
			el No(s).:,,	
Address	s	City	County State Z	ip
			•	U.S. Dollar
6. Earne	est Money: \$	U.S. Dollars; De	livery Date days after mutual acceptance	
To be	e held by 🖵 Buyer Bro	kerage Firm; 🗖 Closing Agent; 🗖 !	In the form of a Promissory Note (included as an Ado	lendum)
7. Defau	ult: (check only one)	☐ Forfeiture of Earnest Money; ☐ S	eller's Election of Remedies	
9. Closi	ing Agent: Company		Individual (optional)	
		; Possession [Date: ☐ on Closing; ☐ Other	
I1. Servi	ices of Closing Agent	t for Payment of Utilities: 🗖 Requ	uested (attach NWMLS Form 22K); ☐ Waived	
12. Charç	ges/Assessments Lev	ried Before but Due After Closing:	$\hfill \square$ assumed by Buyer; $\hfill \square$ prepaid in full by Seller at Cl	osing
	= = =	-	person for purposes of U.S. income taxation	
4. Subd	livision: The Property:	must be subdivided before	; \square is not required to be subdivided	
		Expires days after mutual a		
			er mutual acceptance; Satisfied/Waived	
I7. Agen			; ☐ Buyer/Listing Broker (dual agent); ☐ unrepreser	
10 Duna		mpensation:	r; ☐ Listing/Buyer Broker (dual agent); ☐ unrepreser ; ☐ Pay as Offered or ☐ Other – See Add	
Buyer Sig	gnature	Date	Seller Signature	Date
Buyer Sig	gnature	Date	Seller Signature	Date
Buyer Ad	Idress		Seller Address	
City, State	re, Zip		City, State, Zip	
Buyer Ph	one No.	Fax No.	Seller Phone No.	Fax No.
Buyer E-r	mail Address		Seller E-mail Address	
Buyer Bro	okerage Firm	MLS Office No.	Listing Brokerage Firm	MLS Office No.
Buyer Bro	oker (Print)	MLS LAG No.	Listing Broker (Print)	MLS LAG No.
Firm Pho	ne No. Broke	r Phone No. Firm Fax No.	Firm Phone No. Broker Phone No.	Firm Fax No.
Firm Doc	ument E-mail Address		Firm Document E-mail Address	
Buyer Bro	oker E-mail Address		Listing Broker E-mail Address	
Buyer Bro	oker DOL License No.	Firm DOL License No.	Listing Broker DOL License No. Firm	DOL License No.

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VACANT LAND PURCHASE AND SALE AGREEMENT **General Terms**

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- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does 15 not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is 16 \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm 17 may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to 18 Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them 19 therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of 20 dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. 25 If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse 26 the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing 27 Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and 31 complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the 32 address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be 33 deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so 35 under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing 36 Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires 38 the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 40 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 41 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 42 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 43 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 44 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 45 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 46 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 47 acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 49 ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously 50 received a preliminary commitment from a Title Insurance Company that Buyer declines to use. Buyer shall pay any 51 cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall 52 pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of 53 the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title 54 policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form 55 and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior 56

Buyer's Initials Date Buyer's Initials Date Seller's Initials Seller's Initials Date Date Form 25 Vacant Land PSA Rev. 7/23 Page 3 of 6

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to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive 57 such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.

- Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 93 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.
- Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 98 income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 99 under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 100 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 101 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 102 to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 103

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 104 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 105 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 106 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 107 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 108 is terminated and the Earnest Money shall be refunded to Buyer. 109 Form 25 Vacant Land PSA Rev. 7/23 Page 4 of 6

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Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 110 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 111 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 112 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 113 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 114 17C. Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 115 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 116 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 117

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 118 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 119 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 120 on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 121 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 122 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 123

- Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 124 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 125 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 126 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 127 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 128 shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 129 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 130 as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a 131 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 132 Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 133 Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving 134 forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 135 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 136 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 137 the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 138
- Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 139 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 140 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 141 electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 143 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 144 Buyer on the first page of this Agreement.
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 146 147 provision, as identified in Specific Term No. 7, shall apply:
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 148 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 150 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 151 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 152 any other rights or remedies available at law or equity.
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 154 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 155 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 156 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 157 fees and expenses.
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 159 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 160 office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any 161 Earnest Money shall be refunded to Buyer.

Buyer's Initials Date Seller's Initials Buyer's Initials Date Date Seller's Initials Date Form 25 Vacant Land PSA Rev. 7/23 Page 5 of 6

VACANT LAND PURCHASE AND SALE AGREEMENT General Terms

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- q. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 163 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 164 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 165 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 166 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the 167 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 169 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 170 unless sooner withdrawn.
- s. Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch 172 Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. 173 Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and 174 Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker 175 and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent 176 to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 177 If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm 178 their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) 179 representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real 180 Estate Agency."
- t. Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 182 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as 183 specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller 184 as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's 185 compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 18, the 186 terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 187 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 188 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and 189 irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or 190 Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' 191 fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- Subdivision. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the 193 Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the 194 date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and 195 the Earnest Money shall be refunded to Buyer.
- Feasibility Contingency. Unless satisfied/waived. Buyer shall have the time period set forth in Specific Term No. 15 to 197 verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed 198 and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements 199 concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, 200 sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: 201 building or development moratoriums applicable to or being considered for the Property; any special building 202 requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; 203 whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, 204 school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time 205 necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection 206 charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects 207 and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the 208 Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the 209 Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the 210 same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any 211 inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other 212 approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be 213 required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time 214 period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer 215 gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to 216

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the 217 Feasibility Contingency in Specific Term No. 15 and this General Term v. 218

- Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 219 No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 220 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 221 materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice 222 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 223
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 224 and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. 225 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 226 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 227 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 228 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 229 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 230 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 231 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 232 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 233 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 234 diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 235 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 236 may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 237 intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost 238 of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 239 available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers 240 may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but 241 Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise 242 their own judgment and due diligence regarding third-party service providers.
- Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 244 based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 245 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 246 sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 247

Buyer's Initials Buyer's Initials Seller's Initials Date Date Date Seller's Initials Date Form 28 Condominium PSA Rev 7/23

CONDOMINIUM PURCHASE AND SALE AGREEMENT

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Page 1 of 6 MLS No.: 1. Date: Offer Expiration Date: 2. Buver Status Seller: _____ 3. Seller Property: Tax Parcel No(s).: Unit No.: ___ Parking No.: : Storage No.: Residential Condominium: Address County Declaration Recording No.: _; 🗖 attached as Exhibit A Included Items: ☐ stove(s)/range(s); ☐ refrigerator(s); ☐ washer(s); ☐ dryer(s); ☐ dishwasher(s); ☐ microwave(s); ☐ wood stove(s); ☐ fireplace insert(s); ☐ security system; ☐ satellite dish; ☐ hot tub; ☐ attached camera(s); ☐ attached speaker(s); ☐ attached TV(s); ☐ generator; ☐ Purchase Price: \$ ___ U.S. Dollars U.S. Dollars; Earnest Money: \$ Delivery Date _____ days after mutual acceptance To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum) **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies Title Insurance Company: 10. Closing Agent: Individual (optional) _; Possession Date: on Closing; Other 11. Closing Date: 12. Services of Closing Agent for Payment of Utilities: ☐ Requested (attach NWMLS Form 22K); ☐ Waived 13. Charges/Assessments Levied Before but Due After Closing: assumed by Buyer; prepaid in full by Seller at Closing **14.** Seller Citizenship (FIRPTA): Seller □ is; □ is not a foreign person for purposes of U.S. income taxation 15. Public Offering Statement or Resale Certificate: ☐ received __ __; 🖵 deliver to Buyer ____ days after mutual acceptance 16. Condominium Assessment: \$ _____ per month and Deposit equal to ____month's assessment at Closing 17. Information Verification Period: ☐ Expires _____ days after mutual acceptance; ☐ Satisfied/Waived Buyer represented by: ☐ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented 18. Agency Disclosure: Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented _; ☐ Pay as Offered or ☐ Other – See Addendum 19. Buyer Brokerage Firm Compensation: Amount Offered in Listing 20. Addenda: **Buyer Signature** Date Seller Signature Date **Buyer Signature** Date Seller Signature Date Seller Address **Buyer Address** City, State, Zip City, State, Zip Buyer Phone No. Fax No. Seller Phone No. Fax No. Buyer E-mail Address Seller E-mail Address Buyer Brokerage Firm MLS Office No. Listing Brokerage Firm MLS Office No. Buyer Broker (Print) MLS LAG No. Listing Broker (Print) MLS LAG No. Firm Phone No. Firm Phone No. Broker Phone No. Firm Fax No. Broker Phone No. Firm Fax No. Firm Document E-mail Address Firm Document E-mail Address Buyer Broker E-mail Address Listing Broker E-mail Address Buyer Broker DOL License No. Firm DOL License No. Listing Broker DOL License No. Firm DOL License No.

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- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer 17 Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 18 refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 41 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 42 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 44 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 45 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 46 remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, 47 Seller shall acquire clear title before Closing.
- Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 49 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 50 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 51 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 52 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 53 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 54 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 55 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 56 acquired title.

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date Form 28 Condominium PSA Rev. 7/23 Page 3 of 6

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- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 57 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance 58 Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 72 on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys, garage door remotes, and access codes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on 77 the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to 79 plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a 80 system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 92 occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property.

- **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 100 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 101 purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 103 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 104 and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 105 including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If 106 any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay 107 such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel 108 tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and 109 provides such statement to the Closing Agent. Seller shall pay all utility and internet charges, including unbilled 110 charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in 111 disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide 112

Date Buyer's Initials Buyer's Initials Date Seller's Initials Seller's Initials Date Date Form 28 Condominium PSA Rev. 7/23 Page 4 of 6

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the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 113 22K Identification of Utilities or equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 115 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 116 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 117 as agreed in Specific Term No. 13.

- i. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 119 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 120 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 121 and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 122 and copies of documents concerning this sale.
- j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 124 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 125 under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 126 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 127 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 128 to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 129
 - If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 130 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 131 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 132 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 133 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 134 is terminated and the Earnest Money shall be refunded to Buyer.
- k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 136 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 137 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 138 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 139 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 140 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 141 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 142 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 144 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 145 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 146 on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 147 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 148 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 150 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 151 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 152 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 153 Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession 154 Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific 155 calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, 156 legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day 157 that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting 158 backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is 159 a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next 160 day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon 161 and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the 162 purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or 163 counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this 164 Agreement. 165

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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- m. Integration and Electronic Signatures. This Agreement constitutes the entire understanding between the parties and 166 supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 167 be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 168 electronic form has the same legal effect and validity as a handwritten signature. 169
- Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 170 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 171 Buyer on the first page of this Agreement. 172
- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 173 provision, as identified in Specific Term No. 8, shall apply: 174
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 175 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 176
 - ii. Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 177 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 178 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 179 any other rights or remedies available at law or equity.
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a certified 181 public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. 182 However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest 183 Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 185 shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office 186 of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest 187 Money shall be refunded to Buyer. 188
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 189 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 190 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 191 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 192 party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 193 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 194
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 195 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 196 unless sooner withdrawn.
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager 198 (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing 199 Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing 200 Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing 201 Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated 202 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker 203 and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 204 person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual 205 agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 206
- Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 207 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified 208 in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth 209 in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's 210 compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 19, the 211 terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 212 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 213 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and 214 irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer 215 Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 216 Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

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- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 218 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 219 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 220
- Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 221 No. 17 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 222 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 223 materially inaccurate information within the time period set forth in Specific Term No. 17. If Buyer gives timely notice 224 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 226 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 227 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 228 under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter 229 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 230 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 234 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 235 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due 236 diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of 237 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 238 only may be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 239 intended use and to ensure water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of 240 insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 241 available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 242 Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to 243 Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third 245 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- Public Offering Statement. This paragraph only applies if a Public Offering Statement is required by RCW 64.34 or 247 RCW 64.90. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, 248 Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and 249 Association Balance Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific 250 Term No. 15. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days 251 following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this 252 Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- Resale Certificate. This paragraph only applies if a Public Offering Statement is not required by RCW 64.34 or 254 RCW 64.90. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date 255 specified in Specific Term No. 15. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale 257 Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- aa. Condominium Assessment. The current Condominium Assessment is the amount specified in Specific Term No. 16, 259 but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium 260 assessment, a Deposit equal the amount specified in Specific Term No. 16 is required to be paid by Buyer at Closing.
- bb. Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based 262 on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 263 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 264 sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 265

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INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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мe	Buyer		Buyer			("Buyer")
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_	Seller		Seller			("Seller")
:e	rning				(the "P	roperty").
_	Address		City	State	Zip	
n: Op Oe oe	ISPECTION CONTINGENCY spections of the Property and otion and without limitation, roperty, compliance with build est inspection, and a soils/stall person licensed under RCW conduct further inspections or	If the improvements of the structural, mechanged ding and zoning code bility inspection. Buyen 18.280. Buyer may e	on the Property. Buyer anical and general es, an inspection of t er's general home ins	er's inspection condition of he Property pection must	ns may include, at the improvements for hazardous mat be performed by I	Buyer's to the erials, a
1.	Sewer Inspection. Buyer's inspection of the sewer systequire the inspector to rem	stem, which may inclu	ude a sewer line vide	o inspection		
ch Pr n: we	UYER'S OBLIGATIONS. All in noice, and (c) completed at Broperty without first obtaining spectors. Buyer shall restore ere in prior to the inspection. roperty performed on Buyer's	Suyer's expense. Buy Seller's permission. the Property and all Buyer shall be resp	er shall not alter the Buyer is solely respo improvements on the	Property or nsible for into e Property to	any improvements erviewing and sele the same condit	on the cting all ion they
ok ac wa di: or or	UYER'S NOTICE. This insper oligated to make any repairs occeptance of this Agreement (aiving this contingency; (b) dis- diditional inspections; or (d) p sapproves the inspection and roposes repairs to the property edits for repairs to be performed arties may use NWMLS Form	or modifications unle the "Initial Inspection approving the inspect proposing repairs to terminates the Agree or modifications to the ed after Closing, the	ess within da Period"), Buyer gives ion and terminating the the property or mo ment, the Earnest Mo ne Agreement, including parties shall negotiate	ys (10 days notice (a) apue Agreement difications to ney shall be ng adjustmer as set forth i	if not filled in) after oproving the inspect; (c) that Buyer will the Agreement. refunded to Buyer. hts to the purchase	r mutual tion and conduct If Buyer If Buyer price or
36	ISPECTION REPORT. Buyer eller requests otherwise in with port, portions of the report, or	riting. Upon Seller's	written request, Buye	r shall provid	de to Seller the ins	spection
а.	Waiver of Contingency by Seller's prior written reques					
Э.	Seller Request. The selec	tion of any checkbox	below by Seller shall	not be consi	dered a counteroffe	er.
	☐ Seller requests that Buy	yer provide the inspe	ction report to Seller.			
	☐ If Buyer requests repair portions of the inspection					only the
	☐ If Buyer provides notic provide a copy of the in					at Buyer
n e	DDITIONAL TIME FOR INSECTION TO THE PROPERTY OF THE PROPERTY O	item by a specialist a provides notice that it is recommendation.	at Buyer's option and t Buyer will seek ad f Buyer provides time	expense if, or ditional inspersely notice of a	on or before the er ections and, upon additional inspectio	nd of the Seller's
_ B	Buyer's Initials Date Buy	yer's Initials Date	Seller's Initials	 Date	Seller's Initials	 Date

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Buyer's Initials

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Date

Continued

filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the 46 Initial Inspection Period shall be so extended. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS. If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided. Seller's Response to Request for Repairs or Modifications. Seller shall have _ 51 if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications 53 proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not 56 agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: b. Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall 58 days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be 62 refunded to Buyer. ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this 67 contingency shall be deemed waived. REPAIRS. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector or specialist who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement. OIL STORAGE TANKS. Any inspection regarding oil storage tanks or contamination from such tanks shall be 78 limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY. Buyer is advised that on-site sewage disposal systems, including "septic systems." are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal 84 inspection contingency such as NWMLS Form 22S (Septic Addendum). 10. A NEIGHBORHOOD REVIEW CONTINGENCY. If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood 91 (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Form 35C Seller Request – Inspection Report Rev. 7/23 Page 1 of 1

SELLER REQUEST INSPECTION REPORT

The fol	lowing is part of the Pu	rchase and Sale Agreement dated	
oetwee	n		("Buyer") :
	Buyer	Buyer	\ , ,
and			("Seller")
	Seller	Seller	
concer	ning	City	State Zip (the "Property").
NOTIC	E OF SELLER CONS	ENT – INSPECTION REPORT	•
	Seller requests that E	uyer provide the inspection report to Seller.	•
	Seller requests that B modifications to the A	uyer provide only the portions of the inspection regreement to Seller.	eport related to the requested repairs or
	Seller requests that Seller.	Buyer provide a copy of the inspector's recomm	nendation for additional inspections to
Sel	ller	Date Seller	Date 1

Form 35F Feasibility Contingency Addendum Rev. 7/23 Page 1 of 1

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FEASIBILITY CONTINGENCY ADDENDUM

ween	Buyer			ıyer			("Buyer")
	Биуег		ы	yer			
	Seller		Se	eller			("Seller")
cerning	Address		Cit	ty	State Zip	(the "Pi	operty").
acceptai This fea before t	nce (the "Feasibilit sibility contingency he Feasibility Co	NCY. Buyer shall y Contingency Exp shall conclusively attingency Expiration and the Earnest M	oiration Date / be deeme on Date. If	e") the suitability of d waived unless Buyer gives a	of the Property for Buyer gives not timely notice of	or Buyer's intenice of disappro	ded use. val on or
Seller, L special of Property developed including the Prop school, in necessar	Listing Broker or Edistricts in which the can be platted, ment moratoria apply setbacks, height berty is affected befire and any other ry to obtain plat a	Buyer should no Buyer Broker. Buy ne Property is local developed and/or oplicable to or beilimits or restriction by a flood zone, we growth mitigation approval and/or a ner charges that must be some control of the services	er should in ted. Buyer' built on (non consider on where vetlands, should building pe	nquire at the city is inquiry shall income or in the futured for the Property buildings may be a buildings may be a corelands or other ees that must be a property sufficient was a sufficient wa	or county, and lude, but not be ure) and the re erty; any special e constructed or environmental paid; the proce	I water, sewer is limited to: who lated costs; but I building requing the Property; ly sensitive are dure and length	or other ether the ilding or rements, whether ea; road,
have the tests or purpose in prior to performe reasona	e right, from time to studies that Buyer . Buyer shall resto o the inspection. E ed on Buyer's beha	uyer and Buyer's a to time during the formay need to asce re the Property and Buyer shall be resp alf. Seller shall cool er's intended use of g so.	easibility contain the condition described all improvements on the contact of the	intingency, to entendition and suitable when the Polements on the Polement all damages resulted Buyer in obtainin	er onto the Proper ility of the Proper operty to the sa- ting from any in g permits or oth	erty and to con erty for Buyer's ame condition the spection of the er approvals Bu	duct any intended ney were Property uyer may
Agreem	ent shall terminate n or before the Fe	NATED IF NOTICE and Buyer shall in asibility Contingen	eceive a re	fund of the Earne	est Money unles	ss Buyer gives	notice to
	nitials Date	Buyer's Initials	Date	Seller's Initials	Date S	eller's Initials	 Dat

Form 35P Pre-Inspection Agreement Rev. 7/23 Page 1 of 1

PRE-INSPECTION AGREEMENT

This Pre-Inspection Agreement	("Agreement") is made this		
between			("Buyer")
Buyer	Buye	r	
and Seller	Selle	·	("Seller")
		ement between them for the re	al property located at
			(the "Property")
Address	City	State Zip	(the "Property").
date. Buyer's inspection ma improvements to the Prope hazardous materials, a pes	ay include, at Buyer's option, the erty, compliance with building	nspect the Property at a mutuall ne structural, mechanical and go and zoning codes, an inspection rechapter 18.280 RCW.	eneral condition of the on of the Property for
choice and (c) completed a Property without first obtain inspectors. Buyer shall restorn prior to the inspection. Buperformed on Buyer's behalf	at Buyer's expense. Buyer shating Seller's permission. Buyer one the Property and all improve uyer shall be responsible for all lif. Buyer shall not provide the	ed by Buyer (b) performed by a ll not alter the Property or any is solely responsible for interviewments on the Property to the sar damages resulting from any inspection report, or portions of est, Buyer shall provide the inspect	improvements on the wing and selecting all ne condition they were pection of the Property f the report, to Seller,
inspection of the sewer sy		may; may not (may, if no ewer line video inspection and coess the sewer line.	
	esence or non-presence of oil s	anks or contamination from such torage tanks on the Property, ur	
No Further Obligation. The consider or enter into a pure		Agreement does not obligate	the Buyer or Seller to
6. Attorneys' Fees. If Buyer party is entitled to attorneys		t the other concerning this Agre	eement, the prevailing
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer Broker	MLS LAG No.	Buyer Brokerage Firm	
•		,	
Buyer Broker's E-mail Address		Buyer Broker's Phone Numb	er
Dayor Dionor 3 E-mail Address	J	Dayor Dionol 3 I Holle Mullic	·O1

Form 35R Inspection Response for Form 35 Rev. 7/23 Page 1 of 1

INSPECTION RESPONSE FOR FORM 35

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ne follov	wing is part of the Purcha	se and Sale Agreemen	t dated		
etween					("Buyer")
ما	Buyer		Buyer		("Collor")
d	Seller		Seller		("Seller")
ncernir	ng		City	State Zip	_ (the "Property").
BUYE	ER'S RESPONSE OR REC	QUEST FOR REPAIRS	•		
Buye	r's inspection of the Proper	ty is approved and the in	nspection contingency	is satisfied.*	
	r's inspection of the Prop ded to Buyer.*	erty is disapproved and	d the Agreement is to	erminated. The Earne	est Money shall be
Buyeı	r gives notice of additional for Buyer's response is ext				on is attached. The
Buyer	r requests the following money modifications or repairs, the	odifications and/or repair	s described below or	on the attached pages	s. If Seller agrees to
	: If Buyer provides any pongency shall conclusively b		report to Seller withou	ut Seller's written req	uest, the inspection
				ullet	
Buyer dification	requests modifications a ons and/or repairs and ar pairs shall become a part of	nendment to the Agree			
Buyer odification d/or rep SELL Seller proces	ons and/or repairs and ar pairs shall become a part of LER'S RESPONSE TO BU r agrees to all of the modificated to Closing as provided in	nd/or repairs, this Formendment to the Agree of the Agreement. YER'S REQUEST FOR the Agreement in Buyer's the Agreement, and Buyer's the Agreement, and Buyer's	m 35R and any other ment related to or res REPAIRS OR MODIF request. The inspection r's reply, below, is not no	FICATION. a contingency is satisfied ecessary.**	e pertaining to the est for modifications
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SELL Seller Seller Seller Seller Seller Buyer Buyer Buyer acknow gives	ens and/or repairs and are pairs shall become a part of pairs shall be proposed by British and pages: R'S REPLY TO SELLER'S response a cacepts Seller's response and pages shall be refunded to Buy rejects Seller's response by shall be refunded to Buy rejects Seller's response to the pages shall be refunded to Buy rejects	nd/or repairs, this Formendment to the Agree of the Agreement. YER'S REQUEST FOR the Agreement, and Buyer of the Agreement, and Buyer.* Date Bresponse. and agrees to proceed. Buyer disapproves of the attack on contingency will be wanted the agreement of the Agreement.	REPAIRS OR MODIF request. The inspection r's reply, below, is not no cribed below or on the following alternative m Seller to Closing as provided the inspection and the ached alternative pro- laived unless Buyer and	CICATION. In contingency is satisfied ecessary.** attached pages:** Indications or repairs In the Agreement.** is Agreement is terminal posal for modification of Seller reach written	d, the parties agree to described below o Date Date nated. The Earnes agreement or Buye agreement or Buye

^{*} This is a notice which requires only one Buyer's or one Seller's signature.
** This is not a notice and requires all Buyer's or Seller's signatures.

Form 39 Second Buyer's Addendum Rev. 7/23

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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Rev. 7/23 ALL RIGHTS RESERVED SECOND BUYER'S ADDENDUM Page 1 of 1 The following Addendum is part of the Purchase and Sale Agreement dated 1 (the "Second Sale Agreement") between ("Seller") Seller Seller ("Second Buyer") (the "Property"). concerning Property Subject to Prior Contingent Sale. Second Buyer acknowledges that the Property is subject to a 5 prior purchase and sale agreement (the "Prior Sale") between Seller and 6 ("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First 7 Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another 8 offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the 9 "Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer 10 has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior 11 Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms 12 of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 13 Second Buyer's Waiver of Contingencies. The Bump Notice will not be given to First Buyer until Seller has 14 received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 15 ☐ a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16 ☐ b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including 17 but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum 18 (Form 35) and Septic Addendum (Form 22S). 19 a c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner 20 consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 21 □ d. Second Buver's approval of a Condominium Resale Certificate (Form 27). 22 □ e. Second Buyer's Financing Addendum (Form 22A). 23 ☐ f. Second Buyer's approval of 24 days (1 day if not filled in) of Second Buyer's notice that all contingencies selected Bump Notice. Within 25 in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice (Form 44) shall be given to First Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second 27 Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, 28 then Second Buyer shall be in default. 29 First Buyer's Contingency Satisfied or Waived. If First Buyer responds to the Bump Notice and satisfies or 30 waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the 31 same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to 32 Second Buyer. Seller's notice may be given on the Notice to Second Buyer (Form 39N) or similar form. 33 First Buyer's Contingency Not Satisfied or Waived. If First Buyer responds to the Bump Notice by terminating 34 the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice -35 First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice 36 may be given on the Notice to Second Buyer (Form 39N) or similar form. 37 Computation of Time. For the purposes of computing time (except for the timelines in this Addendum and the 38 deposit of earnest money), all timelines shall begin on Seller's Notice - First Buyer Terminated Prior Sale. 39 This Addendum Controls. All other terms and conditions of the Second Sale Agreement remain in full force and 40 effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale 41 Agreement, this Addendum shall control. 42

Form 39N Notice to Second Buyer Rev. 7/23 Page 1 of 1

NOTICE TO SECOND BUYER

Buyer	Buyer		("Buyer"
			("Seller"
Seller	Seller		(conor
erning			(the "Property"
Address	City	State Zip	
	Contingency Satisfied or Waive		
	Bump Notice and satisfied or waiv erminated and the Earnest Money		
The Second Sale Agreement is t	erminated and the Earnest Money	Shall be refullded to Se	econa bayer.
	erminated Prior Sale. Seller hereb		
esponded to the Bump Notice by	terminating the Prior Sale. The Se	cond Sale Agreement s	hall proceed to Closing
	•		
Seller	Date	er	Date
	→ '		

Form 40 Compensation Disbursement Form Rev. 7/23 Page 1 of 1

COMPENSATION DISBURSEMENT FORM (SELLER FUNDED)

	following py to the	must: g completely and sign. e Listing Firm and Closing	Agent.	Today's Date:	
Buyer			Buyer		
Listing No		Purcha	ase Price:		
Property Addre	ess	Address	City	State	Zip
		Addiess			•
		SAddress			
	gent is ins	structed to disburse the Buye			z _{ip} rect with copies
\$	_ to			(Buyer	Brokerage Firm)
		Address	City	State	Zip
\$	_ to	Addie55	·	Oldio	r
\$	to	Address	City	State	Zip
Ruwar Brokara	ae Eirm	Address	City	State Phone	•
Ву	Αι	uthorized Signature	Please Print:		·
(2) Send a co (3) Retain a co	following py to the opy.	n must: g completely, including total e Closing Agent. structed to disburse the Listin			ppies of this
\$	_ to				_ (Listing Firm)
\$	to	Address	City	State	Zip
\$	to	Address	City	State	Zip
		Address	City	State Phone	Zip
Listing Firm					
Listing Firm			Please Print		

Form 41C Buyer Brokerage Firm's Compensation Rev. 7/23 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

BUYER BROKERAGE FIRM'S COMPENSATION ADDENDUM

/eer	Buyer	Buyer	(Ви	ıyer")
			("Se	eller")
	Seller	Seller		,
ern	Address	City	(the "Prope	erty").
	Buyer Brokerage Firm's Compensation	on – No Compensation Of	fered by Seller.	
	There is □ no offer of compensation fr signed a listing agreement. Seller shall or \$ at Closing.			
	Additional Buyer Brokerage Firm Cor	mpensation – Buyer Repr	esentation Agreement.	
	Buyer is obligated to pay Buyer Brok agreement between Buyer Brokerage I Firm in the listing is less than Buyer's to pay Buyer Brokerage Firm a \$ at Closing. Buyer Brokerage price or \$ at Closing.	Firm and Buyer. Seller's of soligation to Buyer Broked distributional compensation of the compension o	ffer of compensation to Buyer Broke kerage Firm. Accordingly, Seller ag of% of sales price	erage rees e or
	Credit to Buyer.			
	Buyer Brokerage Firm's compensation————————————————————————————————————	, and Seller sha or loans to purchase the Pr lit. Any amount not approve m's total compensation pai	Il credit such amount to Buyer's obligation operty, Seller's credit to Buyer is subjected by Buyer's lender shall be paid to End by Seller shall be% of seller shall be%	itions ect to Buyer
	Reduction in Buyer Brokerage Firm C	Compensation.		
	Buyer Brokerage Firm's compensation % of sales price or \$ Seller shall be% of sales price.	Buyer Brol	kerage Firm's total compensation pai	
_	Other:			
	Ruyer Broker Signature	Date Ruyer Brok	erage Firm	
	Buyer Broker Signature	Date Buyer Brok	erage Firm	
eon on nbei cera	r shall, within days (180 days ne acting on Buyer's behalf, Seller shall profession of the earnest money retained by Buyer(s) of a multiple listing service in conjurge Firm shall be reduced by the amount of the contract to exchange; or an option	pay Buyer Brokerage Firm yer Brokerage Firm. Proviounction with such sale, the not paid to such other members.	the compensation set forth above, less ded, if a compensation is paid to an amount of compensation payable to E per(s). "Sell" includes a contract to se	s any other Buyer

Form 46 Bump Response Rev. 7/23 Page 1 of 1

BUMP RESPONSE

	en			("Buyer")
	Buyer	Buyer		
d	Seller	Seller		("Seller")
200	rning			(the "Property").
100	Address	City	State Zip	(tile 1 lopeity).
	Response. In response to notice the arrangement of the Response. In response to notice the Response to the Response to the Response to the Response the Respon	hat Seller has accepted anoth	her offer to purchase th	e Property (the "Bump
	Buyer's Property Sold – Conting is not contingent on the sale or clo more than 45 days from the date Bu	osing of another property and	d that will close no less	than 30 days and no
	For this notice to be effective, Buye sale of Buyer's Property. If the sale days, as required by the Buyer's Sa	of Buyer's Property fails to cl	lose, Buyer will give not	
	Buyer's Property Not Sold – C Property; however, Buyer waives the 22B). Buyer understands that by Agreement (including inspection, fire	he contingency in Buyer's Sa waiving this contingency, E	ale of Property Continge	ency Addendum (Form
	Buyer's Property Not Sold – Ag Property. The Agreement is termina			

Form 65A Rental – Early Occupancy Rev. 7/23 Page 1 of 2

RENTAL AGREEMENTBuyer Occupancy Prior to Closing

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Notice: There are many risks associated with giving a buyer the right to occupy a property prior to closing. If a buyer defaults under the purchase and sale agreement, fails to close the sale, and fails to vacate the property, a seller may have limited rights to remove the buyer from the property. A seller should consult with an attorney before entering into an agreement that provides a buyer with occupancy prior to closing.

					Date:			
Re	enter(s)							
					Buyer/Renter			
agı	ree(s) to rent from	Owner _	Seller/Owner		Seller/Own	ier		
	property commor				33.13.73 M.			
uic	property common	ily KilOwii	Address			City		
				, (t	he "Property") on the	e following	terms and condit	ions:
S	State Zip	Co	punty					
1.	RENT. The rent s	shall be \$		per				•
	Rent shall be pay	able to						
								•
								•
3.	not filled in). Thi (9:00 terminate on closs basis, and Rente termination date unused portion re the written conse of such holdover. INSURANCE. Or of any such polic on the Property coverage related	is Agreer p.m. if n sing of th er shall be set forth efunded t ent of Ow wher agre by shall be which be I to liabil	ment and Renter's ot filled in). If Rer e sale. At the time e credited with any in this paragraph, o Renter immediatiner, Renter shall the ees to keep the Prepayable to Owner elongs to Renter.	right to ponter purchate of closing, y unused ponter any are liable for coperty insured on Renter is	session on	ninate on Owner so Owner so Agreeme pe pro-rate Property. amages so other nor esponsibilities insurance	then this Agree shall be pro-rated int is terminated ped on a daily bas If Renter holds or ustained by Owner mal casualties. Alty for insuring anye is available to	at ment shall on a daily prior to the is, and the ver without er because
	personal property	y .						
4.	UTILITIES. Rente	er agrees t	to pay for all utilities	, including g	arbage collection cha	rges, durin	g the term of this A	greement.
5.	painting, during t terminates for an	the term or the term of term of term of the term of the term of the term of term of term of term of term of term o	of this Agreement	without the	any improvements of written permission of the Property, Rend tear excepted.	of Owner.	In the event this i	Agreement
6.	59.12. If Renter then a default u Owner shall be	and Own nder that entitled to	er have entered in t purchase and sa c all remedies pro	nto a purcha ale agreema vided for in	to the provisions of ase and sale agreenent shall constitute the Unlawful Details of the Residential La	nent for th a default ner Statut	e purchase of the under this Agree e, RCW 59.12. T	e Property, ement, and The parties
7.	SUBLETTING O this Agreement.	R ASSIG	NMENT. Renter n	nay not sub	let the Property and	may not a	assign Renter's ri	ghts under
	Owner's Initials	 Date	Owner's Initials	 Date	Renter's Initials		Renter's Initials	 Date

Form 65A Rental – Early Occupancy Rev. 7/23 Page 2 of 2

Owner

RENTAL AGREEMENT

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Date

Buyer Occupancy Prior to Closing (Continued)

8.	this	Ag	ASE OF REAL ESTATE FIRMS. Owner and Renter release all real estate firms and brokers involved with reement between Owner and Renter and agree to indemnify all real estate firms and brokers from any and ms arising under this Agreement.	
9.			RNEYS' FEES. If either party institutes suit against the other concerning this Agreement, the prevailing sentitled to reasonable attorneys' fees and expenses.	39 40
10.	det Re of I	ecto nter' patte	E DETECTOR. Renter acknowledges and Owner certifies that the Property is equipped with a smoke or(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is 's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement eries, if required. In addition, if the Property is a multi-family building (more than one unit), Owner makes owing disclosures:	41 42 43 44 45
	(b)	The	e smoke detection device is hard-wired battery operated. e Building does does not have a fire sprinkler system. e Building does does not have a fire alarm system. The building has a smoking policy, as follows:	46 47 48 49
				50
			The building does not have a smoking policy	51 52
	(e)		The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency notification plan for occupants.	53 54 55
	(f)		The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency relocation plan for occupants.	56 57 58
	(g)	-	The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency evacuation plan for occupants.	59 60 61
		Rei	nter hereby acknowledges receipt of a copy of the building's emergency evacuation routes.	62
11.	witl	n the	ON MONOXIDE ALARMS. Owner shall equip the Property with carbon monoxide alarm(s) in accordance e state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms okers are not responsible for ensuring that Owner complies with RCW 19.27.530.	
12.	"Di	sclo: uival	BASED PAINT. If the Property includes housing that was built before 1978, then the Addendum entitled sure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or lent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable regulations.	
13.			DISCLOSURE. Renter acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, our Home."	70 71
14.	ОТ	HEF	R.	72
				73 74 75 76 77
				_
С)wne	er	Date Renter Date	:

Date

Renter

Form 65B Rental – Delayed Occupancy Rev. 7/23 Page 1 of 2

RENTAL AGREEMENTSeller Occupancy After Closing

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1

Notice: There are many risks associated with giving a seller the right to occupy a property after closing. If a seller fails to vacate the property upon the termination of this rental agreement, a buyer may have limited rights to remove the seller from the property. A buyer should consult with an attorney before entering into an agreement that provides a seller with occupancy after closing.

Date:

	nter(s) Seller/Rer	nter			Seller/Renter				2
agr	ree(s) to rent from	Owner							3
			Buyer/Owner		Buyer/Owne	r			
the	property common	ly known	Address			City		<u> </u>	4
					(the "Property") o	n the follo	wing terms and con	ditions:	5
S	tate Zip		County		(9		
1.			•		nencing on the closi does not close, then t	•	•	rty from	7
2.	RENT. The rent s	shall be \$_		per					8
	Rent shall be pay	able to _							9
	-1								10
	Other:		No	o rent may l	pe paid or accepted r	nore than	three months after (Closing.	11
3.	("Termination Dat Upon termination, immediately upon	e") at , any adva Renter's	(9:00 p.m. nce rent shall be vacating the Proportion	if not filled i pro-rated or erty. If Ren	ssession shall term n), which shall not be n a daily basis, and t ter holds over without Owner because of su	more than he unused the writte	three months after I portion refunded to n consent of Owner	Renter , Renter	12 13 14 15 16 17
	that: (i) the occu without further no occupy or use the Property to Owne Renter's occupan	pancy gra tice to Rer Property er on the cy is not g Agreemen	nted hereunder s ter, (ii) Renter is n beyond the Termi Termination Date overned by the Re t are not modified	hall automa not entitled to nation Date, as further pesidential La	has provided to Rent tically expire and/or o any rights to extend and (iii) Renter must provided in this Agre andlord Tenant Act (RC es. However, this Ag	terminate the Termin immediate ement. Th CW 59.18)	upon the Termination at the core of the co	on Date ntinue to nder the dge that rms and	18 19 20 21 22 23 24 25
4.							26 27 28 29 30		
5.	UTILITIES. Rent Agreement.	er agrees	to pay for all ut	ilities, inclu	ding garbage collect	ion charg	es, during the term	n of the	31 32
6.	during the term	of this Ag	reement, without	the written	ements or alterations permission of Owne wear and tear excep	er. Renter			33 34 35
7.	SUBLETTING O this Agreement.	R ASSIGI	NMENT. Renter m	nay not sub	let the Property and	may not a	ssign Renter's right	s under	36 37
8.	in Washington or	by a real		ensed unde	r was represented by r RCW 18.85 during Closing.				38 39 40
	Owners' Initials	 Date	Owners' Initials	 Date	Renter's Initials	 Date	Renter's Initials	 Date	

Form 65B Rental – Delayed Occupancy Rev. 7/23 Page 2 of 2

RENTAL AGREEMENT Seller Occupancy After Closing (Continued)

9.			STRESSED HOME. Renter warr ned in RCW 61.34.	ants that at the time	e of Closing, the Property was		41 42
10.	this	Αg	ASE OF REAL ESTATE FIRMS. preement between Owner and Rems arising under this Agreement.			nd brokers from any and	
11.			RNEYS' FEES. If either party inst to reasonable attorneys' fees and		e other concerning this Agreem	ent, the prevailing party is	46 47
12.	det Rei of b	ecto nter patt	E DETECTOR. Renter acknowled or (s) as required by RCW 43.44.1 is responsibility to maintain the series, if required. In addition, if the owing disclosures:	110 and that the det moke detector(s) a	ector(s) has/have been tested s specified by the manufacture	and is/are operable. It is er, including replacement one unit), Owner makes	49 50
	(a)	Th	e smoke detection device is 🖵 ha	ard-wired 🛭 battery	operated.		53
	(b)	Th	e Building 🗖 does 🚨 does not h	ave a fire sprinkler s	system.		54
	(c)	Th	e Building 🗆 does 🚨 does not h	ave a fire alarm sys	tem.		55
	(d)		The building has a smoking police	cy, as follows:			56
							57
			The building does not have a sm	oking policy.			58
	(e)		The building has an emergency Agreement.	notification plan for	Renters, a copy of which is att	acrica to triis	59 60
			The building does not have an e	mergency notification	on plan for Renters.		61
	(f)		The building has an emergency	relocation plan for F	Renters, a copy of which is atta	ched to this Agreement.	62
			The building does not have an e	mergency relocation	n plan for Renters.		63
	(g)		The building has an emergency Agreement.				64 65
			The building does not have an e	mergency evacuation	on plan for Renters.		66
		Re	enter hereby acknowledges receip	ot of a copy of the b	uilding's emergency evacuatio	n routes.	67
13.	with	n th	ON MONOXIDE ALARMS. Own e state building code as require okers are not responsible for ens	d by RCW 19.27.53	30. Thé parties acknowledge t	that the real estate firms	
14.	"Dis	sclo iiva	BASED PAINT. If the Property sure of Information on Lead-Balent), must be attached to this Agregulations.	sed Paint and Lead	d-Based Paint Hazards" (NWI	MLS Form 22J Lease or kempt from all applicable	72
15.			DISCLOSURE. Renter acknow our Home."	ledges receipt of th	e pamphlet entitled "A Brief (· · · · · · · · · · · · · · · · · · ·	75 76
16.	ОΤΙ	HEF	₹.				77
							78 79 80
C)wne	er		Date	Renter	Date	-
	wne	er		Date	Renter	Date	

Form 68 Lease/Rental Agreement Rev. 7/23 Page 1 of 7

LEASE / RENTAL AGREEMENT

Thi	s Le	ease/Rental Agreement dated: is made and entered into between
_		("Lessor"),
ano		essor Lessor ("Tenant")
41 10		enant Tenant
or	the	"Property" commonly known as,
		Address
	С	Sity State Zip County
lf th	nis A	greement is for more than one (1) year, the legal description of the Property is attached as Exhibit A.
1.		RM OF AGREEMENT. This Agreement is for a term of (six (6) months nimum) commencing on This Agreement shall end at midnight on ("Expiration Date").
	a.	If the term of this Agreement is between six and twelve months, upon the Expiration Date, this Agreement shall continue as a month-to-month tenancy unless Landlord provides written notice to Tenant at least 60 days prior to the Expiration Date (the "Termination Notice") that the Agreement will expire on the Expiration Date. If Landlord timely provides the Termination Notice, Tenant must vacate and surrender possession of the Property on the Expiration Date. If this Agreement continues as a month-to-month tenancy, Landlord acknowledges that Landlord may have limited rights to remove Tenant from the Property.
	b.	If the term of this Agreement is for twelve months or more, Tenant must vacate and surrender possession of the Property on the Expiration Date and this Agreement shall not continue on a month-to-month basis. Landlord shall provide written notice to Tenant at least 60 days prior to the Expiration Date (the "Termination Notice") that the Agreement will expire on the Expiration Date. To continue the tenancy beyond the Expiration Date, Lessor and Tenant may enter into successive rental agreements with terms of at least six (6) months or more.
	59. for per app	ssor shall deliver the Termination Notice to Tenant in a manner consistent with RCW 12.040. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable rent and all other damages sustained by Lessor because of such holdover to the extent rmitted by applicable laws. If Tenant vacates prior to the Expiration Date (as extended, if plicable), the security deposit shall be forfeited and Tenant shall be obligated for rent payments the remainder of the term, or until the Property has been re-rented whichever is less.
2.	ind	DSSESSION. Tenant's right to possession of the Property begins at the commencement of the term licated above. If, through no fault of Lessor or Listing Firm, Lessor cannot deliver possession of the operty to Tenant on the date indicated above, Lessor shall not be liable to Tenant for damages.
3.	RE	NT. Tenant shall pay rent as follows:
		Amount and Due Date. The rent is \$ per month, payable in advance and
		due on or before the \square first day; \square day of each month commencing on the first
		month of the term. Each monthly rental period shall begin on the day rent is due.
	b.	Payments. Rent shall be paid to (check one): □ Listing Firm at the address below; □ Lessor at the address below; or □
	c.	First Month's Rent. Upon mutual acceptance of this Agreement, Tenant shall pay Lessor the
		sum of \$ as the first and month's rent, and Lessor shall
		provide Tenant a receipt. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.
	nant'	's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials D

Form 68 Lease/Rental Agreement Rev. 7/23 Page 2 of 7

Tenant's Initials

Date

Tenant's Initials

Date

Lessor's Initials

Date

Lessor's Initials

Date

LEASE / RENTAL AGREEMENT (Continued)

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d. D Pro-Rated Rent. Pro-rated rent from ______ to _____ is \$ and payable on 43 **4. UTILITIES.** Tenant shall pay all utilities when due except: □ water; □ sewer; □ garbage; 44 45 5. OCCUPANCY/SUBLETTING. The Property is rented as a private residence for the following 46 named persons: 47 Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give 48 accommodation to any other persons, without the prior written consent of Lessor or Listing Firm. 49 6. SECURITY DEPOSIT. Prior to the commencement of the Term, Tenant shall pay Lessor the sum 50 of \$ _____ as a security deposit, and Lessor shall provide Tenant a receipt. 51 The security deposit shall be deposited in a trust account in _____ 52 WA. Lessor or Listing Branch, in 53 Firm will give written notice of any change in said depository. This deposit is security for 54 performance of Tenant's obligations in this Agreement, including but not limited to payment of 55 rent, and for any damages to and cleaning of the Property, for which Tenant is responsible. 56 A "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage to 57 the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon commencement of tenancy and a written copy given to Tenant. No security deposit may be 59 collected unless the Move In/Move Out Addendum is completed. Form 68A or a similar form may 60 be used for the Move In/Move Out Addendum. 61 Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of 62 premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class 64 mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such 65 damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand. 66 7. MAINTENANCE. Tenant shall at all times maintain the Property, including any yard and lawn, in 67 a neat and clean condition and upon termination of this Agreement will leave the Property in as 68 good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any 69 alterations or improvements to the Property without Lessor's prior written approval. 70 a.

Carpet Cleaning. At the end of the term, Tenant shall have the carpets professionally 71 cleaned and provide Lessor with a receipt evidencing the same. 72 8. INSPECTION/SALE. Lessor may enter the Property to inspect it or make alterations or repairs at 73 reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show 74 the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice. 75 9. RENT LATE CHARGE/NSF CHECK. If any rent is not paid within five days of the due date, 76 Tenant shall pay a late charge of \square \$______ for each day that the same is 77 delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or 78 . Tenant shall pay a charge of \$ for each NSF check 79 given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF. 80 In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. 81 Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 82 fourteen (14) days. 83

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LEASE / RENTAL AGREEMENT

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(Continued)

10.	\$ will	not	FUNDABLE FEE. Tenant shall pay, prior to occupancy, a nonrefundable fee of for Lessor return this nonrefundable fee under any conditions. The fee may not be used hold the y for Tenant or to secure Tenant's obligation to move into the Property.	84 85 86 87
11.			No dogs, cats or other animals will be permitted on the Property without a fully executed eement (NWMLS Form No. 68B).	88 89
12.			RS INSURANCE. Renter's insurance is available to Tenant for coverage related to liability for jury, property damage, and for the theft, loss, or damage to Tenant's personal property.	90 91
	a.	liab per	Renter's Insurance . Tenant shall obtain renter's insurance providing coverage for ility, bodily injury, property damage, and for the theft, loss, or damage to Tenant's sonal property stored on the Property. Tenant shall provide Lessor a copy of the renter's trance policy within five days of mutual acceptance of this Agreement.	92 93 94 95
13.	in ack 19.	acco now 27.5	ON MONOXIDE ALARMS. Lessor shall equip the Property with carbon monoxide alarm(s) ordance with the state building code as required by RCW 19.27.530. The parties ledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 30. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim of from Lessor's failure to install a carbon monoxide alarm(s) in the Property.	96 97 98 99 100
14.	with test spe	h a s ted a ecifie	EDETECTOR. Tenant acknowledges and Lessor certifies that the Property is equipped smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as d by the manufacturer, including replacement of batteries, if required. In addition, if the y is a multi-family building (more than one unit), Lessor makes the following disclosures:	101 102 103 104 105
	(a)	The	smoke detection device is A hard-wired; A battery operated.	106
	. ,		smoke detection device is ☐ hard-wired; ☐ battery operated. Building ☐ does; ☐ does not have a fire sprinkler system.	106 107
	(b)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system.	107 108
	(b)	The The	Building □ does; □ does not have a fire sprinkler system.	107 108 109
	(b)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system.	107 108
	(b)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows:	107 108 109
	(b)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system.	107 108 109 110 111 112
	(b)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.	107 108 109 110 111 112 113 114
	(b) (c) (d)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is	107 108 109 110 111 112 113
	(b) (c) (d)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.	107 108 109 110 111 112 113 114
	(b) (c) (d)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency notification plan for occupants. The building has an emergency relocation plan for occupants, a copy of which is attached	107 108 109 110 111 112 113 114 115
	(b) (c) (d) (e)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. The building has an emergency notification plan for occupants. The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.	107 108 109 110 111 112 113 114 115 116 117
	(b) (c) (d) (e)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency notification plan for occupants. The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency relocation plan for occupants, a copy of which is attached to this Agreement. The building has an emergency evacuation plan for occupants, a copy of which is	107 108 109 110 111 112 113 114 115 116 117 118
	(b) (c) (d) (e) (f)	The The	Building does; does not have a fire sprinkler system. Building does; does not have a fire alarm system. The building has a smoking policy, as follows: The building does not have a smoking policy The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency notification plan for occupants. The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. The building does not have an emergency relocation plan for occupants. The building does not have an emergency relocation plan for occupants. The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.	107 108 109 110 111 112 113 114 115 116 117 118 119 120

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LEASE / RENTAL AGREEMENT

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(Continued)

15.	BROKERAGE FIRM COMPENSATION.	123
	Tenant Brokerage Firm Compensation: $\$ \square Pay as Offered; \square Other—See Addendum Amount Offered in Listing	124
	Lessor and Tenant shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Tenant Brokerage Firm's compensation offered in the listing shall be paid by Lessor as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Tenant Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in this paragraph, the terms of the listing shall supersede and control. Lessor and Tenant hereby consent to Listing Firm or Tenant Brokerage Firm receiving compensation from more than one party. In any action by Listing Firm or Tenant Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Lessor and Tenant agree that the Firms are intended third party beneficiaries under this Agreement.	126 127 128 129 130
16.	AGENCY DISCLOSURE.	135
	Tenant represented by: ☐ Tenant's Broker; ☐ Tenant's/Listing Broker (dual agent); ☐ unrepresented Lessor represented by: ☐ Listing Broker; ☐ Listing/Tenant's Broker (dual agent); ☐ unrepresented	136 137
	Tenant Brokerage Firm, Tenant Brokerage Firm's Designated Broker, Tenant's Broker's Branch Manager (if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Tenant's Broker and Listing Broker are the same person representing both parties then both Lessor and Tenant confirm their consent to that person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."	145 146
17.	ATTORNEYS' FEES. If Lessor or Tenant institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.	149 150
18.	WAIVER OF SUBROGATION. Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.	151 152 153 154 155 156
19.	LOCAL ORDINANCES. Lessor and Tenant acknowledge that there may be local ordinances or regulations with specific requirements regarding notices, security deposits, rent increases, registration, information that that Lessor must provide to Tenant, and other requirements or restrictions.	157 158 159
20.	COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS. Tenant shall not use the Property in any way which violates any law, ordinance, or governmental regulation. In addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record ("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant acknowledges receipt of any applicable CC&Rs and the Rules for the Property.	160 161 162 163 164
— Tei	nant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials I	—– Date

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LEASE / RENTAL AGREEMENT

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(Continued)

21.	LEAD-BASED PAINT. If the Property includes housing that was built before 1978, then the	165
	Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint	166
	Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless	167
1	this lease/rental transaction is exempt from applicable federal regulations.	168

- **22. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to 169 Mold, Moisture, and Your Home."
- 23. FAIR HOUSING. Lessor and Tenant acknowledge that local, state, and federal fair housing laws 171 prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, 172 creed, color, caste, national origin, citizenship or immigration status, families with children status, 173 honorably discharged veteran or military status, the presence of any sensory, mental, or physical 174 disability, or the use of a support or service animal by a person with a disability.

Tenant	Date	Lessor	Date		
Tenant	Date	Lessor	Date		
Tenant's Present Address		Lessor's Address			
City, State, Zip		City, State, Zip			
Home Phone V	Vork Phone	Lessor's Phone			
Tenant's Employer	(
Tenant Brokerage Firm		Listing Firm	······································		
Tenant's Broker		Listing Broker			
Tenant Brokerage Firm's Phone N	umber	Listing Firm's Phone Number			
Tenant's Broker's E-mail Address		Listing Broker's E-mail Address			
		Listing Firm's Address			
enant's Initials Date Tenant's In	itials Date	Lessor's Initials Date L	.essor's Initials [

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LEASE / RENTAL AGREEMENT (Continued)

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STATE OF WASHINGTON)ss. COUNTY OF _ I certify that I know or have satisfactory evidence that ___ is the person who appeared before me, and said person acknowledged the signing of the instrument as a free and voluntary act for the uses and purposes mentioned in the instrument. Dated: Signature: Print Name: Notary Public in and for the State of Washington, Residing at: My Appointment Expires: (Use this space for notary stamp/seal.) STATE OF WASHINGTON COUNTY OF I certify that I know or have satisfactory evidence that _ is the person who appeared before me, and said person acknowledged the signing of the instrument as a free and voluntary act for the uses and purposes mentioned in the instrument. Dated: Signature: Print Name: Notary Public in and for the State of Washington, Residing at: My Appointment Expires: (Use this space for notary stamp/seal.)

Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

LEASE / RENTAL AGREEMENT (Continued)

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RULES

- Garbage. Tenant shall furnish Tenant's own garbage can and place it where required for pickup.
- 2. Illegal Use. Tenant shall not use the Property for any illegal purposes.
- 3. Repairs. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.
- **4. Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.
- **5. Drains.** Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.
- **6. Nails/Painting.** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor.
- 7. Lawns & Shrubs/Snow. Tenant shall cut and water any lawn and water any shrubs, trees, and landscaping so as to maintain the same in as good a condition as they are presently. In the event of snow, Tenant will remove the same from any abutting sidewalks.
- **8. Noise/Nuisance.** Tenant shall keep TV, stereo, radio, and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.
- **9. Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.
- 10. Pets. If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces, or surrounding Property except on a leash and accompanied by Tenant. It is Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties.
- 11. Vehicles. Tenant shall not park or store recreation vehicles, trailers, boats and inoperable or unlicensed automobiles on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Tenant shall complete repairs to any vehicles in these locations within 24 hours of commencement.
- **12. Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, Tenant shall keep noise to a minimum therein and nothing may be stored, even temporarily, therein.
- **13. Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.
- **14. Water Beds, Pianos & Heavy Objects**. No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.
- **15. Screens.** Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.

Form 90K Contingency Property Notice Rev. 7/23 Page 1 of 1

CONTINGENCY PROPERTY NOTICE

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The following is part of the Purchase and Sale Agreement dated ____ 1 between _ 2 3 (the "Property"). concerning **CONTINGENCY SATISFIED/WAIVED** 5 Buyer's Property Sold – Contingency Satisfied. Buyer has accepted an offer to sell Buyer's Property that is 6 not contingent on the sale or closing of another property and that will close no less than 30 days and no more 7 than 45 days from the date Buyer accepted the offer (or as otherwise consented to by Seller in Seller's Consent – 8 Contingent Sale (Form 90L) or similar form). 9 For this notice to be effective, Buyer must attach a copy of the complete purchase and sale agreement for the 10 sale of Buyer's Property. If the sale of Buyer's Property fails to close, Buyer must give notice to Seller within two 11 days, as required by the Buyer's Sale of Property Contingency Addendum (Form 22B). 12 ☐ Buyer's Property Not Sold - Contingency Waived. Buyer has not accepted an offer to sell Buyer's Property; 13 however, Buyer waives the contingency in Buyer's Sale of Property Contingency Addendum (Form 22B). Buyer 14 understands that by waiving this contingency, Buyer waives all other contingencies in the Agreement (including 15 financing, inspection, etc.). 16 **BUYER'S PROPERTY- FAILURE TO CLOSE** 17 Failure to Close and Reinstatement. Buyer hereby gives notice that the sale of Buyer's Property has failed to 18 close or will fail to close. The contingency in Buyer's Sale of Property Contingency Addendum (Form 22B) is 19 reinstated until the Contingency Period expires. 20 Failure to Close and Termination. Buyer hereby gives notice that the sale of Buyer's Property has failed to 21 close or will fail to close. This Agreement is terminated and the Earnest Money shall be refunded to Buyer. 22 ☐ Failure to Close and Contingency Waived. Buyer hereby gives notice that the sale of Buyer's Property has 23 failed to close or will fail to close; however, Buyer waives the contingency in Buyer's Sale of Property Contingency 24 Addendum (Form 22B). Buyer understands that by waiving this contingency, Buyer waives all other contingencies 25 in the Agreement (including financing, inspection, etc.). 26 27 28 Date Buyer Buyer Date **SELLER'S NOTICE TO BUYER** 29 Seller's Notice of Termination Due to Unapproved Sale. Buyer accepted an offer for the sale of Buyer's 30 Property without Seller's prior written consent as required under Paragraph 2 of Form 22B that: ☐ is contingent 31 on the sale or closing of that (second) buyer's property; or \Box has a closing date less than 30 or more than 45 32 days from the date of mutual acceptance. Buyer is in default, and Seller hereby terminates the Agreement and is 33 entitled to remedies as provided for in the Agreement. 34 35 Seller Date Seller Date

Form 90L Seller's Consent – Contingent Sale Rev. 7/23 Page 1 of 1 ©Copyright 2023 Northwest Multiple Listing Service ALL RIGHTS RESERVED

SELLER'S CONSENT – CONTINGENT SALE

The	followin	g is part of the Purc	chase and Sale Agre	ement d	ated			1
bet	ween	Buyer		B	uyer		("Buyer")	2
and	I	Seller			eller		("Seller")	3
con	cerning	Address			ity	State Zip	(the "Property").	4
BU	YER'S R	EQUEST						5
	Buyer requests that Seller consent to the following regarding the sale of Buyer's Property (which purchase and sale agreement is attached to this request).						6 7	
	Buyer		D	ate	Buyer	7 1	Date	8
SEI	LLER'S	CONSENT						9
	of Buye		nt to the purchase a				er's consent to the sale, which is contingent	10 11 12
	Seller		D	ate	Seller	,	Date	13
	Property	pursuant to the p		greemen	t dated		t to the sale of Buyer's is contingent upon the	14 15 16
	Seller	Date			Seller		Date	17
	Seller's Notice of Consent-Extended Closing. Seller hereby gives notice of Seller's consent to the sale of Buyer's Property pursuant to the purchase and sale agreement dated, which provides for closing date more than 45 days from the date of mutual acceptance.							18 19 20
	Seller		D	ate	Seller		Date	21
	Seller's Notice of Consent-Expedited Closing. Seller hereby gives notice of Seller's consent to the sale of Buyer's Property pursuant to the purchase and sale agreement dated, which provides for a closing date less than 30 days from the date of mutual acceptance.						22 23 24	
	Seller		D	ate	Seller		Date	25
Seller's Notice of Consent-Adjusted Closing. Seller hereby gives notice of Seller's consent for Buyer to the Closing Date for the sale of Buyer's Property to, pursuant to the purchase a agreement dated								
	Seller		D	ate	Seller		Date	29

Form 90Z Notice of Termination Rev. 7/23 Page 1 of 1

BUYER'S NOTICE OF TERMINATION (INFORMATION VERIFICATION PERIOD)

The followin	g is part of the Purcha	ase and Sale Agreement	t dated			1
between					("Buyer")	2
	Buyer		Buyer		, ,	
and					("Seller")	3
	Seller		Seller			
concerning					(the "Property").	4
	Address		City	State Zip		
provision in		(Information Verification of the learning of t				5 6 7
Materially In	accurate Information:					8
						9 10 11 12 13 14 15 16 17 18
Accordingly	, Buyer elects to term	inate the Agreement and	I demands the retu	n of the Earnest Mo		19
Buver		Date	Buver		Date	