

EXCLUSIVE SALE AND LISTING AGREEMENT

_____, ("Seller") hereby grants to, 1
Seller _____ Seller _____ 2
_____, ("Listing Firm" or "Firm") from the date hereof until midnight of 3
_____, ("Listing Term"), the exclusive right to sell the real property ("the Property") 4
commonly known as _____, City _____, 5
County _____, WA, Zip _____; and legally described on Exhibit A. 6

1. DEFINITIONS. (a) "MLS" means the _____ 7
Multiple Listing Service/Association; and (b) "sell" includes a contract to sell; an exchange or contract to 8
exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, rent, or enter into any 9
agreement other than for sale of the Property. 10

2. AGENCY/DUAL AGENCY. Seller authorizes Listing Firm to appoint _____ 11
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's 12
brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers 13
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to 14
act on Seller's behalf as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers 15
other than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also 16
supervises Listing Firm's Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing 17
Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. If any of 18
Firm's brokers act as a dual agent, Firm shall be entitled to the entire compensation payable under this 19
Agreement plus any additional compensation Firm may have negotiated with the buyer. Seller consents to Firm 20
receiving compensation from more than one party. Seller acknowledges receipt of the pamphlet entitled "The 21
Law of Real Estate Agency." 22

3. LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 23
and photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 24
_____ ("List Date"), which date shall not be more than 30 days from the effective date of the 25
Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the 26
likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller 27
shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other 28
signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, 29
showings, or tours. Seller shall not materially interfere with Listing Firm's marketing of the Property. 30

4. COMPENSATION. If during the Listing Term, Seller sells the Property, and (a) the sale closes; or (b) the sale fails 31
to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay Firm 32
compensation of (fill in one and strike the other) _____% of the sales price, or \$ _____ ("Total 33
Compensation"). From the Total Compensation, Firm will offer a cooperating member of MLS representing a 34
buyer ("Buyer Brokerage Firm") compensation of (fill in one and strike the other) _____% of the sales price, or 35
\$ _____.

If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property 36
to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on 37
information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above 38
compensation. Provided, that if Seller pays compensation to a member of MLS or a cooperating MLS in conjunction 39
with a sale, the amount of compensation payable to Firm and Buyer Brokerage Firm shall be reduced by the amount 40
paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be 41
liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to 42
another MLS member. Buyer Brokerage Firm is an intended third party beneficiary of this Agreement. 43

5. PROPERTY ACCESS AND KEYBOX. Listing Firm shall install a keybox on the Property that holds a key to the 44
Property. Such keybox may be opened by a key held by members of MLS, their brokers, and affiliated appraiser 45
members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm 46
and other members of MLS shall be entitled to show the Property at all reasonable times. 47

EXCLUSIVE SALE AND LISTING AGREEMENT

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 ☐ shall; ☐ shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.

- 6. 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.
- 7. 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.
- 8. 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 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 members of MLS, subject to any restrictions imposed by Seller.
- 9. 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 immigration status, families with children status, honorably discharged veteran or military status, the presence of 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.

EXCLUSIVE SALE AND LISTING AGREEMENT

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 Commercial is inaccurate.

12. CLOSING. Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA"), and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service, and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment.

13. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm.

14. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

15. SELLER OPT-OUT. Check one if applicable:

a. ☐ I have advised my broker that I do not want the listed property to be displayed on the Internet; or

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 on the Internet will not see information about the listed property in response to their search.

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

Seller's Signature Date

Listing Firm

Seller's Signature Date

Broker's Signature Date

MULTI-FAMILY PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____

2. **Buyer:** _____
Buyer Buyer Status

3. **Seller:** _____
Seller Seller

4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____, _____, _____,

Address City County State Zip

5. **Included Items:** ☐ stoves/ranges; ☐ refrigerators; ☐ washers; ☐ dryers; ☐ dishwashers; ☐ microwaves; ☐ hot tubs;
☐ wood stoves; ☐ fireplace inserts; ☐ satellite dishes; ☐ security systems; ☐ attached cameras; ☐ attached speakers;
☐ attached TVs; ☐ generators; ☐ _____

6. **Purchase Price:** \$ _____ U.S. Dollars

7. **Earnest Money:** \$ _____ U.S. Dollars; 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)

8. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies

9. **Title Insurance Company:** _____

10. **Closing Agent:** _____
Company Individual (optional)

11. **Closing Date:** _____; **Possession Date:** ☐ on Closing; ☐ Other _____

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. **Information Verification Period:** ☐ Expires _____ days after mutual acceptance; ☐ Satisfied/Waived

16. **Agency Disclosure:** Buyer represented by: ☐ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented

17. **Buyer Brokerage Firm Compensation:** _____; ☐ Pay as Offered or ☐ Other – See Addendum
\$ or % Amount Offered in Listing

18. **Addenda:** _____

Buyer Signature Date

Buyer Signature Date

Buyer Address

City, State, Zip

Buyer Phone No. Fax No.

Buyer E-mail Address

Buyer Brokerage Firm MLS Office No.

Buyer Broker (Print) MLS LAG No.

Firm Phone No. Broker Phone No. Firm Fax No.

Firm Document E-mail Address

Buyer Broker E-mail Address

Buyer Broker DOL License No. Firm DOL License No.

Seller Signature Date

Seller Signature Date

Seller Address

City, State, Zip

Seller Phone No. Fax No.

Seller E-mail Address

Listing Brokerage Firm MLS Office No.

Listing Broker (Print) MLS LAG No.

Firm Phone No. Broker Phone No. Firm Fax No.

Firm Document E-mail Address

Listing Broker E-mail Address

Listing Broker DOL License No. Firm DOL License No.

MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

- a. 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.
- b. 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 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 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 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 disbursement 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.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 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 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above Included Items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 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.
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. 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. "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 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 in the ordinary course of Seller's business), 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.
- 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.
- g. 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.
- h. 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 and internet charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer.

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General Terms

Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Unless waived in Specific Term No. 12, 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. 13.

i. **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.

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 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 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 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 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 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 Saturday, 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 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 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 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 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 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of

MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 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 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.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not 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 other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counter-offer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage 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 Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller 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."
- u. Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing

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- or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 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 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 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 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 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 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and accounting records and audit reports. If Buyer, in Buyer's sole discretion, does not give notice of 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 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.
- z. Fair Housing.** Seller and Buyer acknowledge 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 immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** _____
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____, _____, _____,
Address City County State Zip
5. **Included Items:** ☐ stove(s)/range(s); ☐ refrigerator(s); ☐ washer(s); ☐ dryer(s); ☐ dishwasher(s); ☐ microwave(s);
☐ fireplace insert(s); ☐ wood stove(s); ☐ satellite dish; ☐ security system; ☐ hot tub; ☐ attached camera(s);
☐ attached speaker(s); ☐ attached TV(s); ☐ generator; ☐ _____
6. **Purchase Price:** \$ _____ U.S. Dollars
7. **Earnest Money:** \$ _____ U.S. Dollars; 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)
8. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. **Title Insurance Company:** _____
10. **Closing Agent:** _____
Company Individual (optional)
11. **Closing Date:** _____; **Possession Date:** ☐ on Closing; ☐ Other _____
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. **Information Verification Period:** ☐ Expires _____ days after mutual acceptance; ☐ Satisfied/Waived
16. **Agency Disclosure:** Buyer represented by: ☐ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented
17. **Buyer Brokerage Firm Compensation:** _____; ☐ Pay as Offered or ☐ Other – See Addendum
\$ or % Amount Offered in Listing
18. **Addenda:** _____

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Buyer Address _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Buyer Broker DOL License No. _____ Firm DOL License No. _____

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Address _____

City, State, Zip _____

Seller Phone No. _____ Fax No. _____

Seller E-mail Address _____

Listing Brokerage Firm _____ MLS Office No. _____

Listing Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

Listing Broker E-mail Address _____

Listing Broker DOL License No. _____ Firm DOL License No. _____

RESIDENTIAL PURCHASE AND SALE AGREEMENT
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- a. 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.
- b. 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 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 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 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 disbursement 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.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 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 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

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- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 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.
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. 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. "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 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. 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 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.
- g. 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.
- h. 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 and internet charges, including unbilled charges. Unless waived in Specific Term No. 12, 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's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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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. 13.

i. **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.

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 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 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 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 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 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 Saturday, 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 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 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 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 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 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 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 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.

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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General Terms

- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not 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 other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage 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 Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller 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."
- u. Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

_____ 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
General Terms

- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 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 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 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 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 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 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Fair Housing.** Seller and Buyer acknowledge 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 immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

1. LOAN APPLICATION. 5

- a. Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
purchase the Property (the "Loan(s)"): ☐ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; 7
☐ USDA; ☐ Home Equity; ☐ Down Payment Program; ☐ Other _____ 8
(the "Financing Contingency"). In addition to the Loans, Buyer shall make a down payment in the amount of 9
☐ \$ _____; or ☐ _____ % of the Purchase Price. Buyer shall make application for the Loans 10
to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within 11
_____ days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this 12
Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an 13
extension of credit including Buyer's name, income, social security number (if required), the Property address, 14
purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date. 15
- b. Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the 16
agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the 17
lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the 18
Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 19
Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. 21
Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender any 22
time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the same. 23

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 24

- a. ☐ Seller's Notice to Perform.** 25
- i. **Notice to Perform.** At any time _____ days (21 days if not filled in) after mutual acceptance, Seller 26
may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 27
give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 28
earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 29
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 30
"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 31
Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 32
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 33
- iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 34
☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 35
- b. ☐ Automatic Waiver of Financing Contingency.** 36
- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 37
days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 38
gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 39
confirmation from Buyer's lender as required by Paragraph 4. 40
- ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 41
☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 42

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

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

- 3. LOAN COST PROVISIONS.** Seller shall pay up to ☐ \$ _____; or ☐ _____% of the Purchase Price (\$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 the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked, ☐ Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan). Buyer's waiver of the Financing Contingency shall not change the parties' obligations under this Paragraph 3.
- 4. EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient non-contingent funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.
- 5. APPRAISAL LESS THAN SALE PRICE.**
- a. Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.
- b. Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
- A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
 - Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
 - Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
 - Seller's rejection of Buyer's notice of low appraisal.
- If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.
- c. Buyer's Reply.**
- Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency (including waiver of this Paragraph 5); or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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, 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 that the lender's appraisal may condition the appraised value of the Property on the completion and approval of work orders prior to Closing ("Appraisal Work Order"). Buyer shall, within 3 days of receiving an Appraisal Work Order, give notice to Seller, which notice shall include a copy of the Appraisal Work Order. If Buyer is unable to obtain financing by Closing due to an incomplete Appraisal Work Order then, on Buyer's notice, this Agreement shall terminate. If Buyer has not waived this Paragraph 5, the Earnest Money shall be refunded to Buyer after providing lender's confirmation in compliance with Paragraph 4, including lender's statement that 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 _____ Date _____ Buyer _____ Date _____

Buyer	Date	Buyer	Date
-------	------	-------	------

Buyer _____ Date _____ Buyer _____ Date _____ 9

**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 similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. 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.

5. CONTINGENCY SATISFIED. Buyer shall give notice to Seller within 2 days of entering into an agreement to sell Buyer's Property (i.e., the contingency is "satisfied"). Buyer's notice shall include a complete copy of the purchase and sale agreement for the sale of Buyer's Property. The sale of the Property shall close 3 days after the closing of the sale of Buyer's Property. Buyer's notice shall be on the Contingency Property Notice (Form 90K) or similar form. Buyer may not extend the closing date for the sale of Buyer's Property without Seller's written consent.

6. BUYER'S PROPERTY – FAILURE TO CLOSE. Buyer shall give notice to Seller within 2 days of learning that the sale of Buyer's Property has failed to close. Such notice must be given regardless of whether Buyer chooses to 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 of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency Period has expired.

(b) Agreement Terminates. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, then, unless Buyer waives the contingency under Paragraph 6(c), this Agreement 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 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 equivalent for the Property has not been issued by the applicable government authority, then Buyer shall close within _____ days (5 days if not filled in), of notice from Seller that a Certificate of Occupancy, or equivalent, has been issued or within 30 days of waiver, whichever is later.

7. CLOSING DATE. The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the Agreement.

8. OTHER.

**SELLER FINANCING ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

- 2. PAYMENTS TO SELLER AND METHOD OF PAYMENT** 42
- A. Down Payment.** Buyer shall pay a down payment, including Earnest Money, which shall be applied to the Purchase Price at Closing as follows: 43
44
Earnest Money: \$_____ + Additional Money Down: \$_____ = Total Down Payment \$_____ 45
- B. Interest Rate.** The balance of the Purchase Price (the "Indebtedness") shall accrue interest at _____ % per annum. Interest will begin to accrue on ☐ Closing; ☐ _____ (Closing if not checked). 46
47
- C. Payments 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
- The installment payments, if any, shall begin on the _____ day of _____, and shall continue on the _____ day of each succeeding (check applicable box): ☐ calendar month; ☐ third calendar month; ☐ sixth calendar month; ☐ twelfth calendar month; ☐ Other: _____. 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). 58
- 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 60
- 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." 61
62
63
64
65
- 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 _____ % per annum (18% if not filled in) or the maximum rate allowed by law, whichever is less. A late charge of \$_____ or _____ % of any installment payment (5% of the payment if neither is filled in) shall be added to any payment more than _____ days late (15 days if not filled in). If Buyer has not cured any default within _____ (30 days if not filled in) after written notice, Seller may declare all outstanding sums immediately due and payable. 68
69
70
71
72
73
- vi. **Prepayment.** Buyer may prepay all or part of the balance owed under this Agreement at any time without penalty. 74
75
- 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 78
79
80
81

**SELLER FINANCING ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
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.

E. ☐ Real Estate Contract

Note: If the Property is primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy is available only by using a real estate contract.

i. **Real Estate Contract.** The parties agree to sign LPB Form 44 (Real Estate Contract). The parties agree to initial and make applicable the following Optional Provisions in LPB Form 44 if the corresponding box is checked:

- a. ☐ Substitution and Security on Personal Property
- b. ☐ Alterations
- c. ☐ Due on Sale
- d. ☐ Pre-Payment Penalties on Prior Encumbrances
- e. ☐ Periodic Payments on Taxes and Insurance (The payments during the current year shall be \$ _____ per _____)

ii. ☐ **Cash Out.** The entire balance of principal and interest shall be due and payable in full not later than _____.

3. ASSUMED UNDERLYING OBLIGATIONS AND METHOD OF PAYMENT

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. ☐ Seller Wrap of Existing Loan.

Payments. From the payments by Buyer to Seller, Seller will pay the monthly payments of \$ _____ due on an existing loan by _____ (the lender) having an approximate present principal balance of \$ _____ with interest at _____ % per annum computed on the unpaid principal and secured by the Property. Such balance remains the obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and conditions. Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is not in default to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.

D. ☐ Cash Down to Existing Loan.

i. **Type of Loan.** Buyer agrees to assume, at Closing, an existing ☐ Deed of Trust; ☐ Mortgage; ☐ Real Estate Contract securing the Property and to pay the balance of the Purchase Price in cash, including Earnest Money, at Closing. The assumed loan ☐ is; ☐ is not an Adjustable Rate Mortgage ("ARM"). The monthly payments could increase or decrease if the assumed loan is an ARM.

**SELLER FINANCING ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
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 124
principal balance, and including ☐ real estate taxes; ☐ hazard insurance. Seller shall pay any 125
delinquencies at Closing. 126
- iii. ☐ **Seller Warranty – Loan is Assumable.** Seller warrants that the assumed loan is assumable provided 127
that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of 128
the assumed loan. 129
- iv. ☐ **Buyer Review Period.** This Agreement is conditioned upon Buyer's review of the assumed loan. 130
Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within _____ 131
days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 132
- v. ☐ **Seller Review Period.** Seller understands that when a loan is "assumed," Seller may remain liable to 133
pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon 134
Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's 135
disapproval of the terms of the assumed loan within _____ days (5 days if not filled in) of mutual 136
acceptance, this contingency shall be deemed satisfied (waived). 137
4. **OTHER TERMS** (Check all that apply). 138
- A. ☐ **Payments to Collection Account.** 139
- i. **Collection Account.** Buyer's payments to or on behalf of Seller shall be made to a contract collection 140
account at _____ (the "Collection Account"), 141
☐ to be established and paid for by Buyer and Seller equally; or ☐ to be established and paid for as 142
follows: _____ (established and paid for equally if not filled in). 143
Closing Agent ☐ may; ☐ may not (may if not checked) collect Collection Account set-up fees and annual 144
escrow fees at Closing. 145
- ii. ☐ **Escrow.** The Collection Account shall also serve as escrow for a request for reconveyance or 146
fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the 147
Collection Account pending payment of funds as provided for herein and shall be released to Buyer when 148
full payment of funds due and owing have been received by the Collection Account. 149
- iii. ☐ **Taxes and Insurance.** In addition to payments for the principal and interest, additional amounts 150
determined by the Collection Account holder shall be paid by Buyer and applied to ☐ real property taxes; 151
☐ insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing 152
Agent ☐ may; ☐ may not (may if not checked) collect the initial deposit for taxes and insurance at Closing. 153
- B. ☐ **Seller's Review of Buyer's Finances Contingency.** This Agreement is conditioned upon Seller's review 154
and approval, in Seller's sole discretion, of (i) ☐ Buyer's credit report and score; (ii) ☐ Buyer's income tax 155
returns for the prior _____ years (3 years if not filled in); (iii) ☐ verification of Buyer's employment 156
from Buyer's employer; and (iv) ☐ other _____. 157
Buyer will provide Seller with all applicable information including a credit report and score (if applicable) 158
within _____ days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to 159
Buyer of Seller's disapproval of the applicable conditions within _____ days (2 days if not filled in) 160
of the date the information is due, this contingency shall be deemed satisfied (waived). 161
- C. ☐ **Title Insurance.** Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's 162
security interest and shall pay for an extended lender's title insurance policy if the cost of such extended 163
policy does not exceed the cost of a standard policy by more than ten percent (10%). 164

**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

1. DEFINITIONS. 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. ☐ 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 16
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 19
Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this 20
Addendum, the Earnest Money shall be refunded to Buyer. 21

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: _____ 27
- ☐ 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 30
provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is 31
provided. Buyer shall provide Seller with additional information about such funds as may be reasonably 32
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
well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 37

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
Agreement. 40

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

Buyer Initials	Date	Buyer Initials	Date	Seller Initials	Date	Seller Initials	Date
----------------	------	----------------	------	-----------------	------	-----------------	------

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

Buyer's Acknowledgment

(c) Buyer has received the above Seller's Disclosure and all documents (if any). _____ 31
Buyer Initials Buyer Initials 32

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 33
Buyer Initials Buyer Initials 34

(e) Buyer has (check one below): 34

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 35
and/or lead-based paint hazards. 36

☐ Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 37
and/or lead-based paint hazards on the following terms and conditions: 38

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 39
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 40
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 41

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 42
disapproval of the risk assessment or inspection to Seller within _____ (10 days if not filled in) after 43
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 44
needed and must include a copy of the inspection and/or risk assessment report. 45

Seller may, at Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's 46
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 47
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 48
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 49
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 50
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 51
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 52
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 53

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 54
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 55
notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the 56
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 57
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 58
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 59
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 60
and without any alternative remedy for those conditions. 61

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 62
by Buyer are true and accurate. 63

Buyer Date Buyer Date 64

Brokers' Acknowledgment

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 65
to ensure compliance. 66
67

Buyer Broker Date Listing Broker Date 68

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

- 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:

Paid by Buyer	Paid by Seller		Contingency period (20 days if not filled in)	
<input type="checkbox"/>	<input type="checkbox"/>	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	
<input type="checkbox"/>	<input type="checkbox"/>	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	
<input type="checkbox"/>	<input type="checkbox"/>	iii. On-Site Sewage System. The on-site sewage system ("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	
		The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly.		
		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.		
<input type="checkbox"/>	<input type="checkbox"/>	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	
		Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.		

LAND AND ACREAGE ADDENDUM

Continued

- ☐ ☐ **v. Water Quantity.** Water quantity tests (4 hour draw down _____ days 92
test or other test selected by Buyer) showing a sustained 93
flow of _____ g. p. m., which Buyer agrees will be 94
adequate to reasonably meet Buyer's needs. Water 95
quantity test to be performed by a qualified professional. 96
- ☐ ☐ **vi. Timber.** Timber cruise conducted by a qualified forest _____ days 97
products expert of Buyer's choice, with results of the cruise 98
to be satisfactory to Buyer in Buyer's sole discretion. 99

3. ADDITIONAL PROVISIONS (check as applicable) 100

- ☐ **Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 101
set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). 102
Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 103
matters affecting the Property including, without limitation, the condition of any improvements to the Property, 104
the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, 105
the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 106
area on the Property, the number and location of approved road approaches from public roads, and the 107
presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 108
feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 109
any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 110

This feasibility study contingency shall conclusively be deemed waived unless within _____ (20 days if 111
not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 112
disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 113

- ☐ **Irrigation and Water.** Seller represents that there are _____ shares of _____ irrigation/frost 114
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties 115
acknowledge that water rights do not automatically transfer with title to the Property and the parties should 116
consult with an attorney to facilitate the transfer of any water rights. 117

- ☐ **Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 118
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 119
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 120
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 121
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 122
extent delegated to and assumed by Buyer hereunder. 123

- ☐ **Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 124
before _____. A party shall conclusively be deemed to have waived this contingency unless 125
notice in conformance with this Agreement is provided to the other party by the foregoing date. 126

- ☐ **Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 127
the Agreement: ☐ portable buildings; ☐ sheds and other outbuildings; ☐ game feeders; ☐ livestock feeders 128
and troughs; ☐ irrigation equipment; ☐ fuel tanks; ☐ submersible pumps; ☐ pressure tanks; ☐ corrals and 129
pens; ☐ gates and fences; ☐ chutes; ☐ other: _____. 130

The value assigned to the personal property included in the sale shall be \$ _____. 131
Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 132

- ☐ **CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 133
("WRP"), or similar program contracts and agree to continue them through the expiration date of each such 134
contract. All documentation for the assumption shall be completed prior to the Closing Date and must be 135
approved by the USDA or applicable government agency prior to Closing. Any applicable program payments 136
shall be prorated as of Closing. 137

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after 138
mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 139
contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if 140
not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement 141
shall terminate and the Earnest Money shall be refunded to Buyer. 142

LAND AND ACREAGE ADDENDUM

Continued

- ☐ **Crops/Land Lease Review Contingency.** Seller shall make available to Buyer, as soon as practical, but no later than _____ days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control relating to any crop or land lease for the Property.

Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not give notice of disapproval within _____ days (10 days if not filled in) of receipt of the above documents or the date that the above documents are due (whichever is earlier), then this lease review contingency shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and agreements. Seller 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. The parties should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements.

- ☐ **4. DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance:

_____ .

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of 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 of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

6. TAX DESIGNATION.

- a. Classification of Property.** Seller represents that the Property is classified as ☐ open space ☐ farm and agricultural ☐ timberland under Chapter 84.34 RCW.

- ☐ **b. Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by ☐ Seller ☐ Buyer ☐ both Seller and Buyer in equal shares (Seller if no box is checked).

- ☐ **c. Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

**WELL ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL 5
OR WATER SUPPLY SYSTEM SERVING THE PROPERTY. 6

1. **Number of Connections.** Seller represents that the well currently has _____ (one, if not filled in) 7
connection(s). 8
2. **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, 11
state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other 12
material defects. 13
3. **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 _____ days 15
(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 18
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
4. **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
- a. **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 ☐ shall; ☐ 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
repairs or modifications unless within _____ days (15 days if not filled in) of mutual acceptance, Buyer 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
- b. **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 39
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
the well related to water quantity or modifications to the Agreement. 42

**WELL ADDENDUM TO
PURCHASE AND SALE AGREEMENT**
Continued

c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications pursuant to Paragraph 4(a) and/or Paragraph 4(b), the parties shall negotiate as set forth in this Paragraph 4(c). Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.

i. **Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 days 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 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 agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:

ii. **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ 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 well inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to 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 4(c)(ii). Buyer's inaction during Buyer's reply period shall result in waiver of this well inspection contingency, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.

5. **Water Rights Transfer.** The parties acknowledge that water rights do not automatically transfer with title to the Property and the parties should consult with an attorney to facilitate the transfer of any water rights. Such transfers may require the consent of third parties and governmental agencies. Any transfer costs, including obtaining any required consents, shall be paid by ☐ Seller; ☐ Buyer.

6. **Local Requirements.** Buyer acknowledges that water supply requirements and water use limits vary by city, county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and water use limits for the Property.

7. **Other.**

* 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.

1. **SEWER INSPECTION CONTINGENCY.** This Agreement is contingent on Buyer's subjective satisfaction with inspections of the sewer system on the Property. Buyer's inspections may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.
2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.
3. **BUYER'S NOTICE.** This sewer inspection contingency shall conclusively be deemed waived unless Buyer gives notice of disapproval of the sewer inspection report within _____ days (10 days if not filled in) after mutual acceptance of this Agreement. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
4. **INSPECTION REPORT.** Buyer shall not provide the sewer inspection report to Seller, unless Seller requests otherwise in writing. Upon Seller's written request, Buyer shall provide the sewer inspection report to Seller.

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

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT
(HOME ON LEASED LAND)**
Specific Terms

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____

2. **Buyer:** _____
Buyer Buyer Status

3. **Seller:** _____
Seller Seller

4. **Manufactured Home:** Manufacturer: _____ Serial No.: _____

Year: _____ Space No.: _____ Tax Parcel No(s): _____

Address City County State Zip

Base Lease Terms: (check only one) ☐ lease; ☐ month to month Monthly Rent: \$ _____

The Manufactured Home together with the Lease/Rental Agreement are referred to as the "Property."

5. **Included Items:** ☐ existing expansion and/or add-on; ☐ stove(s)/range(s); ☐ refrigerator(s); ☐ washer(s); ☐ dryer(s);
☐ dishwasher(s); ☐ microwave(s); ☐ wood stove(s); ☐ fireplace insert(s); ☐ satellite dish; ☐ security system; ☐ hot
tub; ☐ attached camera(s); ☐ attached speaker(s); ☐ attached TV(s); ☐ generator; ☐ _____

6. **Purchase Price:** \$ _____ U.S.Dollars

7. **Earnest Money:** \$ _____ U.S. Dollars; 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)

8. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies

9. **Closing Agent:** _____
Company Individual (optional)

10. **Closing Date:** _____; **Possession Date:** ☐ on Closing; ☐ Other _____

11. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach NWMLS Form 22K); ☐ Waived

12. **Rules/Regulations:** ☐ Waived; ☐ Contingent on Buyer's disapproval _____ days after receipt of park rules/regulations

13. **Lease/Rental Agreement Contingency:** Contingent on Buyer's disapproval _____ days after mutual acceptance

14. **Approval of Buyer:** Contingent on mobile home park's approval of Buyers within _____ days after mutual acceptance

15. **Information Verification Period:** ☐ Expires _____ days after mutual acceptance; ☐ Satisfied/Waived

16. **Agency Disclosure:** Buyer represented by: ☐ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented

17. **Buyer Brokerage Firm Compensation:** _____; ☐ Pay as Offered or ☐ Other – See Addendum
\$ or % Amount Offered in Listing

18. **Addenda:** _____

Buyer Signature Date

Buyer Signature Date

Buyer Address

City, State, Zip

Phone No. Fax No.

Buyer E-mail Address

Buyer Brokerage Firm MLS Office No.

Buyer Broker (Print) MLS LAG No.

Firm Phone No. Broker Phone No. Firm Fax No.

Firm Document E-mail Address

Buyer Broker E-mail Address

Buyer Broker DOL License No. Firm DOL License No.

Seller Signature Date

Seller Signature Date

Seller Address

City, State, Zip

Phone No. Fax No.

Seller E-mail Address

Listing Brokerage Firm MLS Office No.

Listing Broker (Print) MLS LAG No.

Firm Phone No. Broker Phone No. Firm Fax No.

Firm Document E-mail Address

Listing Broker E-mail Address

Listing Broker DOL License No. Firm DOL License No.

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT
(HOME ON LEASED LAND)**
General Terms

- a. 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.
- b. 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 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 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 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.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 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 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title to Manufactured Home.** Title to the Manufactured Home has not been eliminated and the Manufactured Home is personal property under Washington law. The Manufactured Home shall be conveyed at 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 clear of any monetary obligation or security interest. If applicable, Seller shall convey the vehicle title to the Manufactured Home to Buyer.

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General Terms**

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. 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. "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 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. 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 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.

f. 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 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 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 before Closing.

g. 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.

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

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General Terms**

- i. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 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 Saturday, 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 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 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 Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 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). Time is of the essence of this Agreement.
- j. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and 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.
- k. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- l. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- m. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- n. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not 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 other party pursuant to General Term h. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- o. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not 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 other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- p. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- q. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage 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 Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT
(HOME ON LEASED LAND)
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." 163

r. 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

s. 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

t. 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

u. 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. 203

v. 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

w. 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

MANUFACTURED HOME PURCHASE & SALE AGREEMENT
(HOME ON LEASED LAND)
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- x. Approval of Buyer.** This Agreement is contingent on the mobile home park's approval of Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 14 that the mobile home park disapproved of Buyer.
- y. Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes are subject to regulation by the Washington State Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum (NWMLS Form 35), Buyer shall have 10 days to inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's notice, Seller shall have 15 days to give notice that Seller has remedied the deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- z. Fair Housing.** Seller and Buyer acknowledge 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 immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

Sample

VACANT LAND PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer Buyer Status
3. **Seller:** _____
Seller Seller
4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s): _____, _____, _____,

Address City County State Zip
5. **Purchase Price:** \$ _____ U.S. Dollars
6. **Earnest Money:** \$ _____ U.S. Dollars; 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)
7. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. **Title Insurance Company:** _____
9. **Closing Agent:** _____
Company Individual (optional)
10. **Closing Date:** _____; **Possession Date:** ☐ on Closing; ☐ Other _____
11. **Services of Closing Agent for Payment of Utilities:** ☐ Requested (attach NWMLS Form 22K); ☐ Waived
12. **Charges/Assessments Levied Before but Due After Closing:** ☐ assumed by Buyer; ☐ prepaid in full by Seller at Closing
13. **Seller Citizenship (FIRPTA):** Seller ☐ is; ☐ is not a foreign person for purposes of U.S. income taxation
14. **Subdivision:** The Property: ☐ must be subdivided before _____; ☐ is not required to be subdivided
15. **Feasibility Contingency:** ☐ Expires _____ days after mutual acceptance; ☐ Satisfied/Waived
16. **Information Verification Period:** ☐ Expires _____ days after mutual acceptance; ☐ Satisfied/Waived
17. **Agency Disclosure:** Buyer represented by: ☐ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented
18. **Buyer Brokerage Firm Compensation:** _____; ☐ Pay as Offered or ☐ Other – See Addendum
\$ or % Amount Offered in Listing
19. **Addenda:** _____

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Buyer Address _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Buyer Broker DOL License No. _____ Firm DOL License No. _____

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Address _____

City, State, Zip _____

Seller Phone No. _____ Fax No. _____

Seller E-mail Address _____

Listing Brokerage Firm _____ MLS Office No. _____

Listing Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

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Listing Broker DOL License No. _____ Firm DOL License No. _____

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- a. 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.
- b. 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 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 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 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 disbursement 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.
- c. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance 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. 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 said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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 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.

e. 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.

f. 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.

g. 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.

h. 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.

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- j. 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 17C, 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 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 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 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 Saturday, 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 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 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 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 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 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and 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.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not 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 other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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

- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No.16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 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 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 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 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. 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 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Fair Housing.** Seller and Buyer acknowledge 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 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 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

CONDOMINIUM PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____
2. **Buyer:** _____
Buyer _____ Buyer _____ Status _____
3. **Seller:** _____
Seller _____ Seller _____
4. **Property:** Tax Parcel No(s): _____ Unit No.: _____
Residential Condominium: _____ Parking No.: _____: Storage No.: _____
Address _____ City _____ County _____ State _____ Zip _____
☐ Declaration Recording No.: _____; ☐ attached as Exhibit A
5. **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; ☐ _____
6. **Purchase Price:** \$ _____ U.S. Dollars
7. **Earnest Money:** \$ _____ U.S. Dollars; 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)
8. **Default:** (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
9. **Title Insurance Company:** _____
10. **Closing Agent:** _____
Company _____ Individual (optional) _____
11. **Closing Date:** _____; **Possession Date:** ☐ on Closing; ☐ Other _____
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
18. **Agency Disclosure:** Buyer represented by: ☐ Buyer Broker; ☐ Buyer/Listing Broker (dual agent); ☐ unrepresented
Seller represented by: ☐ Listing Broker; ☐ Listing/Buyer Broker (dual agent); ☐ unrepresented
19. **Buyer Brokerage Firm Compensation:** _____; ☐ Pay as Offered or ☐ Other – See Addendum
\$ or % _____ Amount Offered in Listing _____
20. **Addenda:** _____

Buyer Signature _____ Date _____

Buyer Signature _____ Date _____

Buyer Address _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Buyer Broker DOL License No. _____ Firm DOL License No. _____

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Seller Address _____

City, State, Zip _____

Seller Phone No. _____ Fax No. _____

Seller E-mail Address _____

Listing Brokerage Firm _____ MLS Office No. _____

Listing Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Document E-mail Address _____

Listing Broker E-mail Address _____

Listing Broker DOL License No. _____ Firm DOL License No. _____

CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

- a. 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.
- b. 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 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 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 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 disbursement 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.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 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 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- d. Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

- e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 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.
- f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. 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. "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 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. 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 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.
- g. 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.
- h. 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 and internet charges, including unbilled charges. Unless waived in Specific Term No. 12, 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

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

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). 113 114

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. 13. 115 116 117 118

i. **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. 119 120 121 122 123

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 124 125 126 127 128 129

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. 130 131 132 133 134 135

k. **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 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 136 137 138 139 140 141 142 143

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 144 145 146 147 148 149

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday 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 Saturday, 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 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 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 Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 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 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165

_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

- m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and 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.
- n. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not 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 other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage 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 Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller 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."
- u. Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 19, the terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

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- v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 17 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 17. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers have agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 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 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 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 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that only may be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and 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 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34 or RCW 64.90. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 15. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- z. Resale Certificate.** This paragraph only applies if a Public Offering Statement is not required by RCW 64.34 or RCW 64.90. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date 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 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, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium 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 on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any 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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**INSPECTION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**
Continued

filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the Initial Inspection Period shall be so extended. 46
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6. 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. 48
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a. Seller's Response to Request for Repairs or Modifications. Seller shall have _____ days (3 days 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 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 agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 51
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b. Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ 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 refunded to Buyer. 58
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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 contingency shall be deemed waived. 64
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7. 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. 69
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8. OIL STORAGE TANKS. Any inspection regarding oil storage tanks or contamination from such tanks shall be 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. 78
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9. 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 inspection contingency such as NWMLS Form 22S (Septic Addendum). 81
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10. ☐ 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 Review within _____ (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. 86
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Seller Date Seller Date 11

Buyer's Signature	Date	Seller's Signature	Date	28
Buyer's Signature	Date	Seller's Signature	Date	29
Buyer Broker	MLS LAG No.	Buyer Brokerage Firm		30
Buyer Broker's E-mail Address		Buyer Broker's Phone Number		31

INSPECTION RESPONSE FOR FORM 35

The following is part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

I. BUYER'S RESPONSE OR REQUEST FOR REPAIRS OR MODIFICATION 5

- ☐ Buyer's inspection of the Property is approved and the inspection contingency is satisfied.* 6
☐ Buyer's inspection of the Property is disapproved and the Agreement is terminated. The Earnest Money shall be 7
refunded to Buyer.* 8
☐ Buyer gives notice of additional inspection(s). If requested by Seller, the inspector's recommendation is attached. The 9
time for Buyer's response is extended as provided for in Paragraph 5 of Form 35.* 10
☐ Buyer requests the following modifications and/or repairs described below or on the attached pages. If Seller agrees to 11
these modifications or repairs, the inspection contingency shall be deemed satisfied.** 12

Note: If Buyer provides any portion of the inspection report to Seller without Seller's written request, the inspection 13
contingency shall conclusively be deemed waived. 14

Buyer _____ Date _____ Buyer _____ Date _____ 20

If Buyer requests modifications and/or repairs, this Form 35R and any other addenda or notice pertaining to the 21
modifications and/or repairs and amendment to the Agreement related to or resulting from the request for modifications 22
and/or repairs shall become a part of the Agreement. 23

II. SELLER'S RESPONSE TO BUYER'S REQUEST FOR REPAIRS OR MODIFICATION. 24

- ☐ Seller agrees to all of the modifications or repairs in Buyer's request. The inspection contingency is satisfied, the parties agree to 25
proceed to Closing as provided in the Agreement, and Buyer's reply, below, is not necessary.** 26
☐ Seller offers to correct only the following conditions described below or on the attached pages:** 27

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☐ Seller rejects all proposals by Buyer.* 30
☐ Seller rejects all proposals by Buyer, but proposes the following alternative modifications or repairs described below or 31
on the attached pages:** 32

_____ 33
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Seller _____ Date _____ Seller _____ Date _____ 35

III. BUYER'S REPLY TO SELLER'S RESPONSE. 36

- ☐ Buyer accepts Seller's response and agrees to proceed to Closing as provided in the Agreement.** 37
☐ Buyer rejects Seller's response. Buyer disapproves of the inspection and this Agreement is terminated. The Earnest 38
Money shall be refunded to Buyer.* 39
☐ Buyer rejects Seller's response, but offers the attached alternative proposal for modification or repair. Buyer 40
acknowledges that the inspection contingency will be waived unless Buyer and Seller reach written agreement or Buyer 41
gives notice disapproving the inspection and terminating the Agreement before the deadline in Paragraph 6(b) of the 42
inspection contingency (NWMLS Form 35).** 43

Buyer _____ Date _____ Buyer _____ Date _____ 44

* This is a notice which requires only one Buyer's or one Seller's signature. 45

** This is not a notice and requires all Buyer's or Seller's signatures. 46

SECOND BUYER'S ADDENDUM

The following Addendum is part of the Purchase and Sale Agreement dated _____ 1
(the "Second Sale Agreement") between _____ ("Seller") 2
and _____ ("Second Buyer") 3
concerning _____ (the "Property"). 4
Address City State Zip

1. **Property Subject to Prior Contingent Sale.** Second Buyer acknowledges that the Property is subject to a prior purchase and sale agreement (the "Prior Sale") between Seller and _____ ("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the "Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement.
2. **Second Buyer's Waiver of Contingencies.** The Bump Notice will not be given to First Buyer until Seller has received notice of Second Buyer's waiver or satisfaction of the contingencies selected below.
 - ☐ a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17).
 - ☐ b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum (Form 35) and Septic Addendum (Form 22S).
 - ☐ c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F).
 - ☐ d. Second Buyer's approval of a Condominium Resale Certificate (Form 27).
 - ☐ e. Second Buyer's Financing Addendum (Form 22A).
 - ☐ f. Second Buyer's approval of _____.
3. **Bump Notice.** Within _____ days (1 day if not filled in) of Second Buyer's notice that all contingencies selected 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 Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, then Second Buyer shall be in default.
4. **First Buyer's Contingency Satisfied or Waived.** If First Buyer responds to the Bump Notice and satisfies or waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to Second Buyer. Seller's notice may be given on the Notice to Second Buyer (Form 39N) or similar form.
5. **First Buyer's Contingency Not Satisfied or Waived.** If First Buyer responds to the Bump Notice by terminating the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice – First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice may be given on the Notice to Second Buyer (Form 39N) or similar form.
6. **Computation of Time.** For the purposes of computing time (except for the timelines in this Addendum and the deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale.
7. **This Addendum Controls.** All other terms and conditions of the Second Sale Agreement remain in full force and effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale Agreement, this Addendum shall control.

Seller		Date	

**COMPENSATION DISBURSEMENT FORM
(SELLER FUNDED)**

Buyer Brokerage Firm must:

- (1) Fill in the following completely and sign.**
- (2) Send a copy to the Listing Firm and Closing Agent.**
- (3) Retain a copy.**

Today's Date: _____

Buyer _____
Buyer

Seller _____
Seller

Listing No. _____ Purchase Price: _____

Property Address _____
Address City State Zip

Closing Agent _____

Closing Agent's Address _____
Address City State Zip

The Closing Agent is instructed to disburse the Buyer Brokerage Firm's compensation and mail it direct with copies of this form as follows:

\$ _____ to _____ (Buyer Brokerage Firm)

Address City State Zip

\$ _____ to _____

Address City State Zip

\$ _____ to _____

Address City State Zip

Buyer Brokerage Firm _____ Phone _____

By _____ Please Print: _____
Authorized Signature

Listing Brokerage Firm must:

- (1) Fill in the following completely, including total compensation, and sign.**
- (2) Send a copy to the Closing Agent.**
- (3) Retain a copy.**

The Closing Agent is instructed to disburse the Listing Firm's compensation and mail it direct with copies of this form as follows:

\$ _____ to _____ (Listing Firm)

Address City State Zip

\$ _____ to _____

Address City State Zip

\$ _____ to _____

Address City State Zip

Listing Firm _____ Phone _____

By _____ Please Print _____
Authorized Signature

\$ _____ Total Seller Funded Compensation (including Buyer Brokerage and Listing Firm Compensation)

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

Buyer _____ Date _____ Buyer _____ Date _____

RENTAL AGREEMENT
Buyer Occupancy Prior to Closing

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: _____ 1

Renter(s) _____ 2
Buyer/Renter Buyer/Renter

agree(s) to rent from Owner _____ 3
Seller/Owner Seller/Owner

the property commonly known as _____ 4
Address City

_____, (the "Property") on the following terms and conditions: 5
State Zip County

1. **RENT.** The rent shall be \$ _____ per _____ 6
Rent shall be payable to _____ 7
at _____ 8
Other: _____ 9

2. **TERM AND TERMINATION.** Renter is entitled to possession on _____ at _____ (9:00 p.m. if 10
not filled in). This Agreement and Renter's right to possession shall terminate on _____ at 11
_____ (9:00 p.m. if not filled in). If Renter purchases the Property from Owner, then this Agreement shall 12
terminate on closing of the sale. At the time of closing, advance rent paid to Owner shall be pro-rated on a daily 13
basis, and Renter shall be credited with any unused portion thereof. If this Agreement is terminated prior to the 14
termination date set forth in this paragraph, then any advance rent shall be pro-rated on a daily basis, and the 15
unused portion refunded to Renter immediately upon Renter's vacating the Property. If Renter holds over without 16
the written consent of Owner, Renter shall be liable for rent and all other damages sustained by Owner because 17
of such holdover. 18

3. **INSURANCE.** Owner agrees to keep the Property insured against fire and other normal casualties. All proceeds 19
of any such policy shall be payable to Owner alone. Owner shall have no responsibility for insuring anything in or 20
on the Property which belongs to Renter. Renter is advised that renter's insurance is available to Renter for 21
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Renter's 22
personal property. 23

4. **UTILITIES.** Renter agrees to pay for all utilities, including garbage collection charges, during the term of this Agreement. 24

5. **IMPROVEMENTS.** Renter shall not be entitled to make any improvements or alterations in the Property, including 25
painting, during the term of this Agreement without the written permission of Owner. In the event this Agreement 26
terminates for any reason other than Renter's purchase of the Property, Renter will return the Property to Owner 27
in as good a condition as it presently is, ordinary wear and tear excepted. 28

6. **UNLAWFUL DETAINER.** This Agreement is subject to the provisions of the Unlawful Detainer Statute, RCW 29
59.12. If Renter and Owner have entered into a purchase and sale agreement for the purchase of the Property, 30
then a default under that purchase and sale agreement shall constitute a default under this Agreement, and 31
Owner shall be entitled to all remedies provided for in the Unlawful Detainer Statute, RCW 59.12. The parties 32
acknowledge that Renter's occupancy is not governed by the Residential Landlord Tenant Act (RCW 59.18). 33

7. **SUBLETTING OR ASSIGNMENT.** Renter may not sublet the Property and may not assign Renter's rights under 34
this Agreement. 35

Owner's Initials Date Owner's Initials Date Renter's Initials Date Renter's Initials Date

RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 8. RELEASE OF REAL ESTATE FIRMS.** Owner and Renter release all real estate firms and brokers involved with this Agreement between Owner and Renter and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 36
37
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- 9. ATTORNEYS' FEES.** If either party institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 39
40
- 10. SMOKE DETECTOR.** Renter acknowledges and Owner certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Renter's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Owner makes the following disclosures: 41
42
43
44
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- (a) The smoke detection device is ☐ hard-wired ☐ battery operated. 46
- (b) The Building ☐ does ☐ does not have a fire sprinkler system. 47
- (c) The Building ☐ does ☐ does not have a fire alarm system. 48
- (d) ☐ The building has a smoking policy, as follows: 49
50
51
- ☐ The building does not have a smoking policy 52
- (e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 53
54
- ☐ The building does not have an emergency notification plan for occupants. 55
- (f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 56
57
- ☐ The building does not have an emergency relocation plan for occupants. 58
- (g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 59
60
- ☐ The building does not have an emergency evacuation plan for occupants. 61
- Renter hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 62
- 11. CARBON MONOXIDE ALARMS.** Owner shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Owner complies with RCW 19.27.530. 63
64
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- 12. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 66
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- 13. MOLD DISCLOSURE.** Renter acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 70
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- 14. OTHER.** 72
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<hr/> Owner	<hr/> Date	<hr/> Renter	<hr/> Date
<hr/> Owner	<hr/> Date	<hr/> Renter	<hr/> Date

RENTAL AGREEMENT
Seller Occupancy After Closing

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: _____ 1

Renter(s) _____ 2
Seller/Renter Seller/Renter

agree(s) to rent from Owner _____ 3
Buyer/Owner Buyer/Owner

the property commonly known as _____ 4
Address City

_____ (the "Property") on the following terms and conditions: 5
State Zip County

1. **POSSESSION.** Renter is entitled to possession commencing on the closing of the sale of the Property from 6
Renter (Seller) to Owner (Buyer) ("Closing"). If the sale does not close, then this Agreement is void. 7

2. **RENT.** The rent shall be \$ _____ per _____ . 8
Rent shall be payable to _____ 9
at _____ . 10
Other: _____ . No rent may be paid or accepted more than three months after Closing. 11

3. **TERM.** This Agreement and Renter's right to possession shall terminate on _____ 12
("Termination Date") at _____ (9:00 p.m. if not filled in), which shall not be more than three months after Closing. 13
Upon termination, any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Renter 14
immediately upon Renter's vacating the Property. If Renter holds over without the written consent of Owner, Renter 15
shall be liable for rent and all other damages sustained by Owner because of such holdover to the extent permitted by 16
applicable laws. 17

Renter agrees that pursuant to this Paragraph 3, Owner has provided to Renter the requisite advance written notice 18
that: (i) the occupancy granted hereunder shall automatically expire and/or terminate upon the Termination Date 19
without further notice to Renter, (ii) Renter is not entitled to any rights to extend the Termination Date or to continue to 20
occupy or use the Property beyond the Termination Date, and (iii) Renter must immediately vacate and surrender the 21
Property to Owner on the Termination Date as further provided in this Agreement. The parties acknowledge that 22
Renter's occupancy is not governed by the Residential Landlord Tenant Act (RCW 59.18) provided that the terms and 23
conditions in this Agreement are not modified by the parties. However, this Agreement is subject to the provisions of 24
the Unlawful Detainer Statute (RCW 59.12). 25

4. **INSURANCE.** Owner agrees to insure the Property against fire and other normal casualties. All proceeds of any 26
such policy shall be payable to Owner alone. Owner shall have no responsibility for insuring anything in or on the 27
Property which belongs to Renter. Renter is advised that renter's insurance is available to Renter for coverage 28
related to liability for bodily injury, property damage, and for the theft, loss, or damage to Renter's personal 29
property. 30

5. **UTILITIES.** Renter agrees to pay for all utilities, including garbage collection charges, during the term of the 31
Agreement. 32

6. **IMPROVEMENTS.** Renter shall not make any improvements or alterations to the Property, including painting, 33
during the term of this Agreement, without the written permission of Owner. Renter will return the Property to 34
Owner in as good a condition as it presently is, ordinary wear and tear excepted. 35

7. **SUBLETTING OR ASSIGNMENT.** Renter may not sublet the Property and may not assign Renter's rights under 36
this Agreement. 37

8. **RENTER REPRESENTED.** Renter warrants that Renter was represented by an attorney licensed to practice law 38
in Washington or by a real estate broker licensed under RCW 18.85 during negotiation of the purchase and sale 39
agreement for the sale of the Property or at the time of Closing. 40

Owners' Initials Date Owners' Initials Date Renter's Initials Date Renter's Initials Date

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

- 9. NO DISTRESSED HOME.** Renter warrants that at the time of Closing, the Property was not a Distressed Home as defined in RCW 61.34. 41 42
- 10. RELEASE OF REAL ESTATE FIRMS.** Owner and Renter release all real estate firms and brokers involved with this Agreement between Owner and Renter and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 43 44 45
- 11. ATTORNEYS' FEES.** If either party institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 46 47
- 12. SMOKE DETECTOR.** Renter acknowledges and Owner certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Renter's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Owner makes the following disclosures: 48 49 50 51 52
- (a) The smoke detection device is ☐ hard-wired ☐ battery operated. 53
- (b) The Building ☐ does ☐ does not have a fire sprinkler system. 54
- (c) The Building ☐ does ☐ does not have a fire alarm system. 55
- (d) ☐ The building has a smoking policy, as follows: 56 57
- ☐ The building does not have a smoking policy. 58
- (e) ☐ The building has an emergency notification plan for Renters, a copy of which is attached to this Agreement. 59 60
- ☐ The building does not have an emergency notification plan for Renters. 61
- (f) ☐ The building has an emergency relocation plan for Renters, a copy of which is attached to this Agreement. 62 63
- ☐ The building does not have an emergency relocation plan for Renters. 63
- (g) ☐ The building has an emergency evacuation plan for Renters, a copy of which is attached to this Agreement. 64 65
- ☐ The building does not have an emergency evacuation plan for Renters. 66
- Renter hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 67
- 13. CARBON MONOXIDE ALARMS.** Owner shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Owner complies with RCW 19.27.530. 68 69 70
- 14. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 71 72 73 74
- 15. MOLD DISCLOSURE.** Renter acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 75 76
- 16. OTHER.** 77 78 79 80

<hr/> Owner	<hr/> Date	<hr/> Renter	<hr/> Date
<hr/> Owner	<hr/> Date	<hr/> Renter	<hr/> Date

LEASE / RENTAL AGREEMENT

This Lease/Rental Agreement dated: _____ is made and entered into between _____ ("Lessor"),

Lessor Lessor
and _____ ("Tenant")

Tenant Tenant
for the "Property" commonly known as _____,

Address

City State Zip County .

If this Agreement is for more than one (1) year, the legal description of the Property is attached as Exhibit A.

1. TERM OF AGREEMENT. This Agreement is for a term of _____ (six (6) months minimum) 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.

Lessor shall deliver the Termination Notice to Tenant in a manner consistent with RCW 59.12.040. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover to the extent permitted by applicable laws. If Tenant vacates prior to the Expiration Date (as extended, if applicable), the security deposit shall be forfeited and Tenant shall be obligated for rent payments for the remainder of the term, or until the Property has been re-rented whichever is less.

2. POSSESSION. Tenant's right to possession of the Property begins at the commencement of the term indicated above. If, through no fault of Lessor or Listing Firm, Lessor cannot deliver possession of the Property to Tenant on the date indicated above, Lessor shall not be liable to Tenant for damages.

3. RENT. Tenant shall pay rent as follows:

- a. **Amount and Due Date.** The rent is \$_____ per month, payable in advance and due on or before the ☐ first day; ☐ _____ 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.

_____ Tenant's Initials	_____ Date	_____ Tenant's Initials	_____ Date	_____ Lessor's Initials	_____ Date	_____ Lessor's Initials	_____ Date
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LEASE / RENTAL AGREEMENT
(Continued)

- d. ☐ **Pro-Rated Rent.** Pro-rated rent from _____ to _____ is 42
\$ _____ 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 _____ Bank, 52
_____ Branch, in _____, WA. Lessor or Listing 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 58
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 63
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 ☐ \$ _____ 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

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

- 10. NONREFUNDABLE FEE.** Tenant shall pay, prior to occupancy, a nonrefundable fee of \$_____ for _____. Lessor will not return this nonrefundable fee under any conditions. The fee may not be used hold the Property for Tenant or to secure Tenant's obligation to move into the Property.
- 11. PETS.** No dogs, cats or other animals will be permitted on the Property without a fully executed Pet Agreement (NWMLS Form No. 68B).
- 12. RENTERS INSURANCE.** Renter's insurance is available to Tenant for coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property.
- a. ☐ **Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's insurance policy within five days of mutual acceptance of this Agreement.
- 13. CARBON MONOXIDE ALARMS.** Lessor shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property.
- 14. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures:
- (a) The smoke detection device is ☐ hard-wired; ☐ battery operated.
- (b) The Building ☐ does; ☐ does not have a fire sprinkler system.
- (c) The Building ☐ does; ☐ does not have a fire alarm system.
- (d) ☐ The building has a smoking policy, as follows:
- _____
- _____
- ☐ The building does not have a smoking policy
- (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.
- (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.
- (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.
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.

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

LEASE / RENTAL AGREEMENT
(Continued)

15. BROKERAGE FIRM COMPENSATION.

123

Tenant Brokerage Firm Compensation: \$ _____ ☐ Pay as Offered; ☐ Other—See Addendum 124
Amount Offered in Listing

Lessor and Tenant shall pay compensation in accordance with any listing or compensation 125
agreement to which they are a party. The Tenant Brokerage Firm's compensation offered in the 126
listing shall be paid by Lessor as set forth in this Agreement or any Addendum hereto. If there is any 127
inconsistency between the Tenant Brokerage Firm's compensation offered in the listing and the 128
description of the offered compensation stated in this paragraph, the terms of the listing shall 129
supersede and control. Lessor and Tenant hereby consent to Listing Firm or Tenant Brokerage 130
Firm receiving compensation from more than one party. In any action by Listing Firm or Tenant 131
Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and 132
reasonable attorneys' fees. Lessor and Tenant agree that the Firms are intended third party 133
beneficiaries under this Agreement. 134

16. AGENCY DISCLOSURE.

135

Tenant represented by: ☐ Tenant's Broker; ☐ Tenant's/Listing Broker (dual agent); ☐ unrepresented 136

Lessor represented by: ☐ Listing Broker; ☐ Listing/Tenant's Broker (dual agent); ☐ unrepresented 137

Tenant Brokerage Firm, Tenant Brokerage Firm's Designated Broker, Tenant's Broker's Branch 138
Manager (if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's 139
Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if 140
any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker 141
represents. If Tenant's Broker and Listing Broker are different persons affiliated with the same Firm, then 142
both Lessor and Tenant confirm their consent to Designated Broker, Branch Manager (if any), and 143
Managing Broker (if any) representing both parties as dual agents. If Tenant's Broker and Listing Broker 144
are the same person representing both parties then both Lessor and Tenant confirm their consent to that 145
person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing 146
both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real 147
Estate Agency." 148

17. ATTORNEYS' FEES. If Lessor or Tenant institutes suit against the other concerning this 149
Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 150

18. WAIVER OF SUBROGATION. Lessor and Tenant hereby release and waive for the duration of 151
this Agreement and any extension or renewal thereof their respective rights of recovery against 152
each other for any loss resulting from perils of fire and/or extended coverage as defined in fire 153
insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that 154
such waiver and release shall apply only in the event such agreement does not prejudice the 155
insurance afforded by such policies. 156

19. LOCAL ORDINANCES. Lessor and Tenant acknowledge that there may be local ordinances or 157
regulations with specific requirements regarding notices, security deposits, rent increases, registration, 158
information that that Lessor must provide to Tenant, and other requirements or restrictions. 159

20. COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS. Tenant shall not use 160
the Property in any way which violates any law, ordinance, or governmental regulation. In 161
addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record 162
("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant 163
acknowledges receipt of any applicable CC&Rs and the Rules for the Property. 164

_____ Tenant's Initials	_____ Date	_____ Tenant's Initials	_____ Date	_____ Lessor's Initials	_____ Date	_____ Lessor's Initials	_____ Date
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LEASE / RENTAL AGREEMENT
(Continued)

- 21. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations.
- 22. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."
- 23. FAIR HOUSING.** Lessor and Tenant acknowledge 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 immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical 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	Work Phone	Lessor's Phone	
Tenant's Employer			
Tenant Brokerage Firm		Listing Firm	
Tenant's Broker		Listing Broker	
Tenant Brokerage Firm's Phone Number		Listing Firm's Phone Number	
Tenant's Broker's E-mail Address		Listing Broker's E-mail Address	
		Listing Firm's Address	

Tenant's Initials	Date	Tenant's Initials	Date	Lessor's Initials	Date	Lessor's Initials	Date
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LEASE / RENTAL AGREEMENT
(Continued)

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)
)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.)

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

RULES

1. **Garbage.** Tenant shall furnish Tenant's own garbage can and place it where required for pickup. 187
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2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes. 189
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. 190
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4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather. 192
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5. **Drains.** Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. 194
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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. 196
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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. 198
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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. 201
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9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. 204
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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. 206
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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. 212
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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. 216
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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. 219
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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. 223
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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. 227
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Tenant's Initials	Date	Tenant's Initials	Date	Lessor's Initials	Date	Lessor's Initials	Date
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Seller	Date	Seller	Date
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Seller _____ Date _____ Seller _____ Date _____

Buyer _____ Date _____