

STATEWIDE PURCHASE & SALE AGREEMENT AND ALL THOSE ADDENDA!

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This is a 7½ hour course focusing on the Purchase and Sale Agreement which is the foundation of the transaction between the buyers and sellers of real estate. It covers such topics as material terms and requirements of a contract, all the provisions of the statewide Purchase and Sale Agreement and the addenda that compliment the Purchase and Sale Agreement.

Course Certification Number C10549

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COURSE SCHEDULE

8:30 - 10:15	Introduction and discussion of intentions, goals and purposes in properly completing the Purchase and Sale Agreement ("PSA") and begin Specific Terms of the PSA (page 1)
10:15 - 10:30	Break
10:30 - 12:00	Complete Specific Terms of the PSA (page 1)
12:00 - 1:00	Lunch Break
1:00 - 2:45	Begin General terms of the PSA (pages 2-5)
2:45 - 3:00	Break
3:00 - 4:45	Complete General terms of the PSA (pages 2-5) and cover the key PSA Addenda

I. INTRODUCTION

1. **PSA Transaction Forms Cheat Sheet (pages 1-4)**
2. **The general purpose of the Purchase and Sale Agreement (PSA) is to create a predictable agreement that will end in one of two ways - closing or terminate.**

Race Track Analogy: A real estate transaction is like a hurdles race on a race track. Mutual acceptance is the transaction coming out of the starting blocks and closing is the finish line. There will be hurdles as you go down the track. When a situation comes up (i.e., a hurdle) you will either be able to clear that hurdle and the transaction will move one step closer to closing or you will not be able to clear that hurdle ("SMACK") and the transaction will terminate at which point the only issue to work out usually is distribution of earnest money. To assist in clearing all the hurdles, there should be something in every blank (n/a, 0, or line through it). A contract with blank blanks may be a void contract. Also, make sure to work through the entire agreement making sure the appropriate boxes are checked invoking certain provisions.

As a matter of policy, always check boxes and fill in the blanks even if the parties would agree to the parenthetical default so it is clear that the licensee and the client talked about it. As a licensee, you do not want to be in the situation where the client asks, "What happens now?", and you are forced to say, "I don't know!" (the infamous "broker in the headlights" syndrome).

3. **Focus of the PSA:**
 - 1) Not as much on getting the deal to closing, but how to allocate responsibilities, risk and damages if the transaction fails to close.
 - 2) Avoiding trouble for the parties and licensees – a well drafted PSA will help attorneys get licensees out of trouble if it is used as it was intended.
4. **Almost universal truth:** Problems will arise (hurdles will appear) when the buyer complains that something is not as it was represented.

What are some examples of hurdles you might face in a transaction while you are going down the racetrack? _____

What are some examples of hurdles you might face in a transaction after you have crossed the finish line (post closing hurdles)? _____

What can you do when a client calls you with a post closing hurdle? _____

Reference Annie Fitzsimmon's Legal Hotline and Friday Videos from Washington REALTORS®.

Once in a while our clients will look for an out (you know, buyer's and seller's remorse). Failure to fill out the PSA completely may give the party loophole to get out of the deal. Therefore, fill in all the blanks!

5. Alternative property types Purchase and Sale Agreements:

MULTI-FAMILY PSA – Form 20 (pages 159-163): included items are pluralized (e.g., stoves/ranges instead of stove/range), general term z addressing books, records, leases and agreements being made available for inspection to the buyer no later than 10 days after mutual acceptance, buyer shall have 10 days upon receipt to review and approve, buyer to assume and seller to transfer all such leases, etc.

MANUFACTURED HOME PSA – Form 23 (page 164-168): includes information about the manufacturer, serial number and year of the manufactured home, the space number of the rented lot, lot lease information, that the manufactured home is personal property being transferred and how, included items include existing expansion/add-on, buyer review of park rules and regulations, assumption of lease contingency, etc. The licensee will use Form 23 for manufactured homes on leased land where title has not been eliminated (i.e., in a manufactured home park). If title to the manufactured home has been eliminated and it sits on its own land, the licensee should use Form 21 as the manufactured home is now real property. If the manufactured home is on its own land, but title has not yet been eliminated, the licensee should still use Form 21 and include the **MANUFACTURED HOME ADDENDUM – Form 22MH (page 82)** which indicates the seller will use best efforts to get title eliminated prior to closing. As a practical matter, the Form 22MH should be used anytime the property includes a manufactured home whether title has been eliminated or not.

Note: The closing agent on a manufactured home on leased land would likely appreciate receiving a copy of the title to the manufactured home (e.g., title has not yet been eliminated).

VACANT LAND PSA – Form 25 (page 171-175): includes information about the subdivision (specific term 16 and general term w) and feasibility contingency expiration date (on the face of the PSA).

CONDOMINIUM PSA – Form 28 (page 176-180): includes information about the unit number, residential condo development name, condo declaration recording number, parking space number, storage space number, new construction or conversion (for which the licensee will need to attach the **NEW CONSTRUCTION / CONVERSION ADDENDUM – Form 29**), public offering statement, resale certificate (for which the licensee may use the **CONDOMINIUM RESALE CERTIFICATE – Form 27 (page 181-184)** dealing with issues unique to condos and as required for the Condominium Act of the State of Washington), and condominium assessment.

However, on the average residential real estate transaction, the licensees will use the **RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT - Form 21 (pages 31-35).**

II. SPOKANE FORMS

But first . . . a couple of Spokane "home grown" forms that can be found in the Spokane folder in Transaction Desk.

SPOKANE ADDENDUM – Form SAR-SA (pages 5-6): Use on all transactions – all property types – listing broker should execute with listing and load into Associated Docs with the Exhibit A, SDS, LBP & 22K.

This addendum seeks to reconfirm the broker's responsibilities per the agency law which is to advise the client to see expert advice on matters related to the transaction that are beyond the broker's expertise. Accordingly, the form suggests the parties seek expert advice and to not use the services of anyone not licensed to perform any service where a license is required by law. For example, the parties are advised to seek expert advice in the following areas (and are given online resources): legal issues, accounting or tax issues, inspections including home inspectors and following up on recommendations by inspectors, contractors, etc., on site sewage disposal systems, wells and soil conditions.

The parties are also advised of important matters to be considered and of other matters that can adversely affect a property including: smoke detectors, carbon monoxide detectors, mold, wood destroying organisms, radon, asbestos and other indoor organic compounds.

By initialing the form, Seller acknowledges the have the sole responsibility for disclosing to the Buyer in writing any known conditions. Buyer acknowledges Buyer is solely responsible for determining whether to inspect for such adverse matters.

Finally, the form authorized the Buyer's lender to release the Closing Disclosure Statement and other consumer disclosures to the firms, brokers and the closing agent.

SPOKANE BUYER REPRESENTATION AGREEMENT – Form SAR-BR

(pages 7-8): should use with all buyers, but **MUST** use when in a dual agency situation.

What are the two potential dual agency situations?

- 1) _____
- 2) _____

This form spells out the commitment from the buyer to their buyer's representative (firm and broker). The agreement spells out the term of the agreement, when the firm is entitled to receive compensation and how much that compensation will be in specific types of situations. It also addresses the ethical situation of not stepping on other licensee's toes by having a buyer confirm they are not in a relationship with another firm or broker. The parties may also negotiate a retainer fee. This form contains provisions with regard to VA transactions and distressed sales, as well as acknowledgements concerning facts affecting the property and acknowledgement regarding advice, inspections and home warranties. Finally, there is a consent to dual agency on page 1, paragraph 3, but to act as a dual agent, the firm must disclose the terms of compensation which is done in the box at the bottom of page 2.

III. STATEWIDE FORMS

THE LAW OF REAL ESTATE AGENCY PAMPHLET (pages 9-15): give to all Buyers and Sellers.

This form can be found in the pamphlets folder in TransactionDesk and should be provided to all buyers before they sign anything. This must be the first document they receive in any electronic signing system the licensee uses. This document summarizes and restates the agency law of the state of Washington.

WIRE FRAUD ALERT (page 16): give to all Buyers.

This form can also be found in the pamphlets folder in TransactionDesk. Given the rise of email wire fraud, this form should be provided to all buyers at the beginning, middle and end of all transactions with the warning they should never wire their funds to close on the basis of an email. Rather, Buyers should always call to confirm wire instructions directly with the closing agent. The CFPB has estimated a loss of nearly \$1 billion in real estate transactions from such scams.

APPOINTMENT OF SUBAGENT (page 17): should be provided to a seller if a licensee is going to be unavailable and another licensee in the listing broker's firm is going to be appointed to represent the seller in the original broker's absence.

SELLER DISCLOSURE STATEMENT – IMPROVED PROPERTY – Form 17

(pages 18-23): Use on all residential transactions (one to four living units). The Seller Disclosure Statement (SDS – Form 17 for residential 1-4 unit properties or 17C for land zoned residential) is **NOT** referenced in the PSA. The SDS is, by law, **NOT** part of a PSA. Therefore, the SDS itself should be completed by the Seller, and provided to a Buyer at or before the time the PSA is completed (e.g., in Associated Docs in the MLS). See also the **Form 17C – Seller Disclosure Statement – Unimproved Property (pages 24-29)**.

Note: Per the state statute, the Seller must provide the SDS to the buyer within how many days of mutual acceptance? _____

Upon receipt, the Buyer has how many days to rescind the PSA? _____

A copy signed by Seller and Buyer must be retained in the licensee's file. Failure to comply with the Seller's Disclosure Act gives the Buyer a "no cause necessary" rescission right which may cause the transaction to fail to close. Buyers should sign only one of the signature lines on the last page of the SDS. Buyer should use the **NOTICE OF RESCISSION OF AGREEMENT PURSUANT TO RCW 64.06 - Form 90A (page 30)** to give notice of rescission if displeased with SDS.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT - FORM 21 - SPECIFIC TERMS (page 31):

1. Date:

For reference only, does not signify acceptance. This will be the date to be used on addenda that will be added to the PSA.

MLS No:

Can fill in, but not necessary.

Note: Never include via reference the MLS Data sheet with the PSA!

Offer Expiration Date:

The date for acceptance of an offer (unless sooner withdrawn) may be stated by the offering Buyer. Counteroffers drafted on a **COUNTEROFFER ADDENDUM Form 36 (page 117)** can also set specific expiration dates. If no date is stated (or if the offer is countered on the face of the PSA which is discouraged), the counteroffer carries a two-day period for acceptance (still subject to being withdrawn sooner).

Failure to accept within the time required will cause the offer or counteroffer to lapse. Withdrawal of an offer or counteroffer prior to acceptance requires a written notice delivered or transmitted by fax or email to the other side (race to the fax machine or scanner story). The appropriate form to use to withdraw an offer or counteroffer is the **WITHDRAWAL OF OFFER OR COUNTEROFFER – Form 36A (page 118)**.

Mutual acceptance is considered achieved when one side has accepted all terms and provisions presented by the other side ("meeting of the minds") and then has delivered the accepted PSA to the last offeror ("mutual acceptance"). Any change in the terms of an offer or counteroffer is considered a counteroffer except insertion of or change to the Seller's name and Seller's warranty of citizenship status.

PRACTICE TIP: In noting mutual acceptance, when the licensee sending back the mutually agreed offer fills out a fax cover sheet or sends an email, he or she should note on the cover sheet (or in the body of the email) the date of mutual acceptance. Confirm via phone call or ask for a reply to the email from the other licensee so the licensees and parties are on the same page with regard to the mutual acceptance date. If there is a dispute, work it out ASAP. The use of a mutual acceptance date form may be useful, but "Just sayin' it so, don't make it so." Mutual acceptance by definition is the event when the PSA and all addenda are delivered to the last offering party indicating consent. Should a licensee make note on such a form of a date that is not the actual date of delivery, the actual date of delivery will trump the licensee's written mutual acceptance date.

Note: The parties to a PSA contract must acknowledge all the material terms in order for the PSA to be binding. The material terms to a PSA could be referred to as the 4 P's: Parties, Property, Purchase Price and Payment Method.

2. Buyer:

The **complete and proper legal names** for the prospective Buyer(s). Include middle initials for individuals if those should be included in the final closing documents. If an entity, include the full legal name of the entity.

Indicate the **legal status** of the Buyer(s) (e.g., "an unmarried person", "a married couple", "as tenants in common", "a Washington corporation"). Choose this status from the drop down menu in TransactionDesk.

Practice Tip: Ask your client, "How would you like your name to appear on legal documents?" (the goal is to make it clear - if we can do something to help out the lender, closing agent or title company, then be as specific as possible in drafting the PSA).

- 1) **Individuals:** The marital status of each individual should be specified (e.g. "an unmarried person" or "a married couple").

If community property is to be sold, the participation (i.e. signatures) of both spouses is required. A proper **power of attorney** may be used for this purpose.

If a married person is selling separate property, confirmation of a lack of any interest on the part of the non-participating spouse will generally be required - a **quit claim deed** is commonly executed at closing for this purpose (a power of attorney cannot be used for this purpose).

If spouses are purchasing real property as community property, participation or consent of both spouses is required. Neither spouse has the right to unilaterally commit community funds to the purchase of real estate.

If a married buyer is purchasing real property as separate property, but community funds will be required to make the down payment or purchase payments, consent of the non-participating spouse is required. Consent should be obtained at the time the PSA is written, and will also require execution of a document at closing - typically a quit claim deed.

Practice Tip: If a quit claim deed will be required, draft this as a contingency to protect the buyer. On the Optional Clauses Addendum - Form 22D, paragraph 12. Other or on an Addendum - Form 34 write "Seller may terminate this agreement if the buyer's spouse does not sign a quit claim deed within 5 days of mutual acceptance (or whatever time frame is necessary or appropriate). If the buyer's spouse does not so sign the quit claim deed, the agreement shall terminate and the earnest money shall be refunded to the buyer."

If a married buyer is purchasing real property as separate property, using only separate funds, consent of the non-participating spouse may not be technically required. As a practical matter, confirmation of non-involvement and available separate property to complete the

transaction will be required. It is likely that the title company will still require execution of a quit claim deed.

- 2) **Entities:** If the seller or buyer is an entity, the exact name and entity form should be stated. Different rules apply regarding approval of the PSA by different entities. In general, the following rules apply:

General Partnerships - absent an agreement, assume all partners must sign to bind the partnership to buy or sell partnership property. Problem: many partnerships have partnership agreements which alter the rule, so ask for a copy of the partnership agreement.

Limited Partnerships - the general partner or partners have powers like those in a general partnership, limited partners have no effective control rights - again, however, ask for a copy of the partnership agreement and see what it says regarding approval of purchases and sales.

Corporations - act through written corporate resolutions adopted at meetings. If you are not familiar with the corporation, ask for a copy of the corporate resolution which confirms the authority of the signer to bind the corporation.

Limited Liability Companies - these are governed by the provisions of company agreements, often called operating agreements. These usually specify whether there are one or more managers, or a group of members, or a requirement that all members sign any agreement to buy or sell property. Ask for a copy of the agreement.

Trusts - operate under the provisions of a written trust agreement. Generally, the signatures of all trustees will be required unless the trust specifies otherwise.

Additional potential pitfalls:

If the buyers think they want to purchase or operate in an entity form or in some relationship with one another, but have not decided what entity form or legal relationship to use (e.g. buyers deciding whether to form a corporation or partnership, individuals deciding whether to buy as tenants in common, joint tenants, etc.) do not attempt to advise them on this issue. This is an issue they should take to their legal and tax advisors. This is a clear duty under the agency law which mandates that we tell our clients to see expert advise on matters relating to the transaction that are beyond our area of expertise which arguably is limited to marketing, negotiation and facilitating the transaction to closing.

Identification of, and proper execution of the PSA by, the parties who are buying and selling is necessary in order to create a binding contract. Additional issues may arise in identifying proper parties and assuring proper authorization. In particular, any time the legal system is involved, special handling and processing rules may apply (e.g. divorce, bankruptcy, guardianships, death - with or without a probate, incompetence without a durable power of attorney, and similar matters).

Exercise:

1. What if the buyer is purchasing alone, but is married?

BUYER: _____

Note: In this situation, the closing agent will require a quit claim deed from the non-participating spouse because the transaction creates a community debt. Washington is a community property state - community property law applies to the sale or purchase of all real property even if the purchaser is from a non-community property state. If non-participating spouse does not give consent, the deal is voidable at the option of that spouse - even after the deal has closed! May not need quit claim if there is a pre-nuptial agreement or a community property agreement. If need quit claim, get ASAP because PSA is also voidable (e.g., non-participating spouse can void up until closing even if they agreed to sign the quit claim at closing). Can have non-participating spouse sign copy of PSA and write "non-participating spouse" beneath their signature (but still have them sign quit claim at closing).

Community property laws dictate that in purchasing or selling real property, the law of the state where the property is located will govern. When purchasing personal property, the law of the state where the purchaser resides will govern.

2. What if the buyers are brother and sister where the brother is married purchasing without his spouse and the sister is not married?

BUYER: _____

3. What if the buyers are from out of town, only one spouse is here looking at property and he or she finds a house and wants to write an offer - can only one spouse sign the PSA? _____

BUYER: _____

How will you deal with the fact that the other spouse is out of town?

1. _____
2. _____
3. _____

If only one spouse signs, the transaction is vulnerable. Should get signatures of both spouses (at least a fax, email or e-signature) or have an appropriate power of attorney in place.

Initialing and signing under a power of attorney exercise: Jane Q. Doe has John Q. Doe's power of attorney. How will she initial and sign on his behalf?

Initials	Date	Signature	Date
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4. What if the licensee is signing on behalf of a Buyer who does not want to be identified until signed around?

BUYER:

- Notes:*
- 1) *can add "undisclosed principal, a single person and a licensed real estate licensee."*
 - 2) *Licensee needs a written agreement with the undisclosed principal. Principal must be in existence at the time of the agreement (e.g., cannot be a soon to be formed corporation) and the nominee must have actual authority to sign (prove by making the principal sign and initial a copy of the final offer and leave it in the file – shows principal/buyer consented to the deal).*

Why have a nominee?

- 1) *principal/buyer's notoriety/celebrity status may injure his or her negotiating position; or*
- 2) *relational problems between the seller and the principal/buyer – feuding farmers*

3. Seller:

The complete names of the Sellers may not be known or available to the selling licensee and may need to be confirmed and completed when the offer is submitted. Addition of the Seller's name by the listing licensee will

not be considered a counteroffer. Look at the SDS in the Associated Docs to see what name the listing broker used.

4. Property:

Legal Description attached as Exhibit A.

The legal description is the most important of the three property descriptors and will create a void contract if incorrect, incomplete or missing altogether. Anything labeled Exhibit A that is in fact a complete and proper legal description will be acceptable and will tighten down this loophole for both Buyer and Seller (and may prevent deposits into the licensee's real estate education fund.)

Listing Broker process:

- 1) When going out on a listing appointment, listing licensee might consider ordering a print, map and docs which will include the last recorded deed from the title company of their choice.
- 2) When the listing licensee secures the listing, they should call the title company as approved by the Seller and order a preliminary commitment for title insurance. If listing licensee did not order the last recorded deed earlier, he or she should ask for it as soon as the Seller signs the listing (likely the title company will provide it without the listing broker even needing to ask for it).
- 3) If the licensee has the Exhibit A from the preliminary title commitment for title insurance which is the best source of the legal description, licensee should load that Exhibit A (**NOT** the entire commitment) into associated docs. If the listing licensee does not have the preliminary title commitment yet, listing licensee should use the last recorded deed labeled "Exhibit A" and upload that into Associated Docs. In a pinch (and shame on the listing broker for creating the pinch), the parties could sign something taken from the county assessor's website if a transaction is being signed over a weekend and the preliminary title commitment Exhibit A and the last recorded deed "Exhibit A" are unavailable.

Practice Note: this is a good time to upload the Seller Disclosure Statement (SDS) – Form 17, Lead Based Paint Addendum (LBP) – Form 22J, Identification of Utilities - Form 22K, the SAR-SA (Spokane Addendum), etc. to Associated Docs, as well.

- 4) Make a note in Agent Remarks in the MLS, "Title opened with ABC Title Company."

Important Practice Note: If the last recorded deed is used as the "Exhibit A" for a mutually accepted PSA, when the preliminary title commitment arrives, both brokers should check and double check the last recorded deed "Exhibit A" for accuracy. If it is accurate, no need for further action. If it is not accurate, the parties should sign the updated Exhibit A from the preliminary title commitment. Similarly, if the property hasn't sold when the preliminary commitment for title insurance comes in, the listing licensee should swap out the last recorded deed "Exhibit A" for the actual Exhibit A from the preliminary title commitment in Associated Docs.

Buyer Broker process:

- 1) Check MLS for Exhibit A (in whatever form) in associated docs. If it is there, print out (or attach or incorporate into the transaction documents) and have buyer initial and date the Exhibit A, as well as any other associated docs if applicable and available. If it is not there, go find a legal description somewhere (e.g., call the title company for a last recorded deed).
- 2) Write in the title company as stated in the Agent Remarks unless there is a compelling reason to change.

What is the most reliable source of a legal description? _____

Note: The last recorded deed is the second best choice if Exhibit A from a preliminary title commitment is not available.

Tax Parcel Number: As identified in MLS data sheet or from tax records (e.g., 12345.6789). The PSA provides space for up to 3 parcel numbers.

Street Address: As identified in the MLS data sheet (e.g., 1234 E. Main Street, Spokane (city), Spokane, (county), WA (state) 99123 (zip))

5. Included Items:

Attached items are generally considered part of the real property and included in the sale. Built-in appliances should be considered included regardless of whether boxes are checked, but the best practice is to check all applicable boxes on page 1 in the interest of clarity. List other items to be transferred that would generally be considered personal property (e.g. appliances which are not built-in such as the microwave, bar stools, riding lawn mower, etc.) If there is a potential for dispute or uncertainty whether an item is "attached" and will stay with the property and the Buyer wants the Seller to leave it, list it - "When in doubt, write it out!" Several items

- are listed in General Term c. and need not be listed on page one of the PSA if in the included items paragraph.

Note: The PSA constitutes the full understanding of the parties (see General Term m. "Integration and Electronic Signatures"), even though unattached items may be shown as available amenities in the MLS property data sheet, flyer, etc., failure to list them in the PSA probably means they aren't included in the deal.

Excluded Items: Excluded items should be dealt with in the **OPTIONAL CLAUSES ADDENDUM - Form 22D (pages 67-68)** under paragraph 10 Excluded Item(s) on page 2 of that form.

PRACTICE TIP: If the Seller intends to keep something that is considered an included item (e.g., the dining room chandelier, master bedroom curtains that match the bedding or Aunt Mildred's prized rose bush), suggest the Seller remove the item before marketing the property. If the Seller cannot or will not remove the item, use this 3 step approach to excluding items:

- 1) exclude the item(s) in the MLS,*
- 2) tag the item(s) on the property, and*
- 3) exclude the item(s) in the Optional Clauses Addendum.*

Note: Unintended omissions of either included or excluded items can be costly to you and your client because prior understandings and agreement are wholly replaced by the provisions of the PSA. Failure to get this part of the PSA right may result in a deposit into your real estate education fund!

6. Purchase Price:

The total price, inclusive of the earnest money deposit, should be inserted.

7. Earnest Money:

In numbers, specify the amount of earnest money. 1% earnest money seems to be customary in our market though is totally negotiable between the parties. Then check the box specifying the form(s) of the deposit and, if a Note, attach a copy of the executed original. Use the **EARNEST MONEY PROMISSORY NOTE – Form 31 (page 103)** if the Buyer cannot give you a check, cash, cashier's check or wire the funds. Notes due "at closing" are not favored because if the transaction never closes, the earnest money is never technically due and if the Buyer has defaulted, it will be difficult to get the earnest money to give to the Seller. Special provisions apply by law with respect to deposits greater than \$10,000 (Buyer must submit a W-9 to have earnest money submitted into an interest bearing trust account in their name). Finally, specify who is to hold the earnest money by checking the appropriate box.

Notes: 1) Earnest money must be deposited within 24 hours of mutual acceptance of the agreement under the Washington Administrative

Code (WAC) unless otherwise agreed. The PSA provides 2 days for delivery of the earnest money by the Buyer to the selling broker or closing agent (if not collected before mutual acceptance) and an additional 3 days for selling broker to then deposit the earnest money or deliver it to the party holding the earnest money.

- 2) *Cash must be deposited immediately, even if still engaged in negotiations (have designated or managing broker or bookkeeper count, or at least count in the presence of another person).*
- 3) *Promissory note is not preferred because the broker/designated broker is then left to collect on the note; notes do not usually have interest unless there is a default (in no case can the interest rate be greater than the usury rate in Washington). Make promissory notes due ASAP, but date specific. Explain to Seller that broker will assign note to Seller and that broker will not be liable to collect on the note.*

*PRACTICE TIP: The best business practice is to collect earnest money at the time of offer even though the PSA allows 2 days after mutual acceptance for Buyer delivery. Licensee should receipt any collected earnest money check using **RECEIPT FOR EARNEST MONEY - Form 89 (page 153)** and provide a copy for Seller but whiteout or redact the account/routing numbers before sending. Both listing and selling firm are now required to maintain copies of the firm's receipts, as well as the receipt from the closing agent if the closing agent is holding the earnest money. Confirmation that earnest money was delivered is likely not sufficient, but in fact DOL auditors are looking for confirmation of DEPOSIT in transaction files.*

Note that an earnest money check is to be held uncashed until Buyer or buyer's broker receives a copy of the final agreement (mutual acceptance).

8. Default:

Generally, if either the Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages, or the Seller may elect to retain the Buyer's earnest money as liquidated damages. If the Seller's election of remedies is checked on page 1 of the PSA, then Seller shall have an election of remedies in the event of Buyer default. If the forfeiture of earnest money box is checked on page 1 of the PSA, the Seller's sole remedy in the event of Buyer's default is the forfeiture of earnest money. The Seller may not, however, retain more than 5% of the purchase price. The exclusive remedy provision does not, however, restrict a Seller's right to also retain other amounts which have been agreed to be non-refundable such as early possession rent or extension fees which have been referred to as such. As a general rule, however, Sellers should not agree to restrict their remedies to forfeiture of earnest money in situations where damages other than loss of market time are

likely. For example, a Buyer granted early possession of property who then defaults will likely leave rent and utilities unpaid; repairs, cleaning and maintenance undone; and may require the Seller to evict them. These costs should be recovered in addition to the default remedy and forfeiture of earnest money alone will not be adequate.

PRACTICE TIP: If the Forfeiture of Earnest Money box is checked, as a listing licensee, you must have the "worst case scenario" conversation with your Seller, "Seller, worst case scenario, if the Buyer walks away the day of closing, will the earnest money make you whole?" If not, consider countering higher earnest money or the Election of Remedies.

Also note, if Buyer is paying no earnest money, the parties must agree to the election of remedies lest they create an illusory contract with no remedy (if the forfeiture of earnest money box is checked and there is no earnest money, there is no remedy in the event of buyer default – therefore an illusory contract).

Finally, if neither box is checked, the default would be the election of remedies as the Seller has not negotiated a limit to his or her remedies.

Disputes regarding earnest money may lead to interpleader in court, but the expense associated with interpleader makes this one of the least desirable alternatives for the parties. Forfeited earnest money may also be used to reimburse the brokers for expenses paid on behalf of the parties before disbursing the balance.

9. Title Insurance Company:

Buyer's broker should consult the listing to see if title has already been opened by the listing broker. If so, unless there is a compelling reason to do so, buyer's broker should not suggest a different title company lest the Buyer incur the cost of any cancellation fees by the Seller's title company.

10. Closing Agent:

Specify the closing company (e.g., title company, escrow company, closing attorney, etc.) first and then, if desired, specify an individual closing agent (e.g., ABC title Company – Cal Closer).

11. Closing Date:

The closing date is the earliest date which is agreeable to both parties for completion of the transaction (crossing the finish line). General Term f. provides definitions of "closing" and "possession". Closing will occur on recording and availability of seller's proceeds (if any). Possession is not considered delivered until the Seller has taken their garbage and possessions with them. Note on line 72 Buyer is entitled to possession at 9:00 pm on the stated possession date. Some disputes have arisen

regarding whether a Buyer is entitled to possession at the beginning of the day of closing, or at the end of the day or at the specific time of funding, recording and availability of Seller's proceeds (sometime during the middle of the day).

If the parties include such language as "no later than" or "on or before" the language is irrelevant and cannot be used to compel either party to close sooner than the specified date.

Possession Date:

Typically, "possession" is to transfer "on closing". This may not always be realistic if the property is Seller occupied. Discourage early possession, but if early possession must occur, use an early possession rental agreement which has been prepared after 1994 which is a lease agreement (e.g., **RENTAL AGREEMENT – BUYER OCCUPANCY PRIOR TO CLOSING – Form 65A (pages 128-129)** and part of the PSA and provides for unlawful detainer proceedings in the event of Buyer's default. As an aside, if a lease agreement is part of the PSA, it is exempted from the Washington Landlord Tenant Act. Note that early possession does not entirely shift the risk of a casualty loss to Buyer. Therefore, the Seller needs to maintain homeowner's insurance and be sure their insurance agent is apprised of the pending sale and early possession arrangements to assure that there is no lapse in coverage. Additionally, the Buyer needs to advise their insurance agent that they are taking early possession, as the Buyer's personal property may not be covered by the Seller's homeowner policy. It may be necessary for the Buyer to obtain a special endorsement on their homeowner's policy or a renter's policy in order to protect their personal belongings during the early possession rental period. If possession is to be delivered after closing, remember to specify a per day "rent" charge for each day possession is retained, and use a late possession addendum (e.g., **RENTAL AGREEMENT – SELLER OCUPANCY AFTER CLOSING – Form 65B (pages 130-131)**). Buyer is entitled to receive the keys to the property as of the day of closing even if Seller is to remain after closing. If possession is to be retained more than a few days, a standard residential lease should be entered, as this relationship **will** be governed by Washington's Residential Landlord Tenant Act.

- Notes: 1) *Always explain the difference between signing, closing and possession to your client. Many clients have been upset expecting keys the day they sign their closing documents only to find out they have to sleep in their U-Haul for a day or two until the deal closes.*
- 2) *Closing date is a set date, only earlier by mutual agreement of the parties.*

- 3) *Always specify a closing date. Never, for example, 30 days after contingencies are met, because what if the contingencies are never met, or delayed for a long time?*
- 4) *Seller has no obligation to extend beyond the closing date. In fact, if the Seller allows the closing date to pass and by his or her actions indicates they are willing to extend, the time for closing will now be within a reasonable time as a fact finder sees it (estoppel argument).*

12. Services of the Closing Agent for the Payment of Utilities:

The parties should indicate if the closing agent should prorate the lienable utilities at closing. In most instances, the parties will have the closing agent do this. If so, the parties will execute an **IDENTIFICATION OF UTILITIES ADDENDUM – Form 22K (page 76)** which will identify the utilities for the closing agent.

Practice Tip: The listing broker should consider preparing this form - filling out the utility companies including name and addresses and having the Seller sign it - at the time of listing and placing it in Associated Docs for the Buyer to sign at the time of offer. This information is now available on the parcel information at the County's Website – Scout.

13. Charges/Assessments Levied Before but Due After Closing:

There are really three types of assessments:

- 1) Assessments that have been assessed and are due at or before closing. The Seller will likely pay these unless specifically negotiated otherwise.
- 2) Assessments that are pending, but not yet charged or due prior to closing. The Buyer will be responsible for these, but to the extent the Seller is aware of them, the Seller should make full disclosure of them.
- 3) Assessments that have been assessed, but are not due to be paid in full until after closing (e.g., sewer assessment the Seller has been making payments on as part of their utility bill which can be assumed by the Buyer, thus not due to be paid in full until some time after closing). This provision of the PSA will determine who will pay this type of assessment - either assumed by the Buyer or prepaid in full by the Seller at closing.

Note: As a buyer's agent, a licensee should NEVER check the "assumed by Buyer" box even if the Buyer is planning to assume say the sewer assessment. In doing so, the buyer has agreed to assume ALL assessments. Rather, the buyer's broker should always check the "prepaid in full by Seller at Closing" and specify elsewhere in the PSA the Buyer is to assume the sewer assessment.

14. Seller Citizenship (FIRPTA):

As Buyer (and their broker!) can be ultimately held liable for taxes due on the sale of property if the Seller does not pay them because they are not a taxable entity in the United States, it is incumbent upon the Buyer to determine the Seller's citizenship status early on in the transaction. Closing agents will now routinely have the Seller sign a FIRPTA certification at the time of closing re-certifying this citizenship status. A listing broker may want to have the Seller sign a **FIRPTA Certification – Form 22E (page 70)** at the time of listing and provide in Associated Documents to facilitate the checking of this box for the buyer's broker.

15. Agency Disclosure:

Complete agency disclosure requires completion by the selling broker of the information in this provision (i.e., checking the appropriate boxes), as well as identification of the selling and listing firms and brokers at the bottom of page 1 of the PSA.

16. Addenda:

Some contingencies are built into the PSA, such as title marketability. Other contingencies such as financing, inspections, well and septic, etc. are to be described in addenda referenced in Section 16 and attached to the PSA. The buyer's broker should list the addenda by number on the lines provided (e.g., 22A, 22D, 22EF, 22T, 22VV, 35, SAR-SA). This Section is not adequate in space to state the full text of other intended provisions. Otherwise, except as provided by law, Buyer's obligations are not subject to contingencies. Most of the contingencies a Buyer may want to include are set out in the preprinted addenda provided under the statewide set of forms. Occasionally, a contingency may be required to be drafted. If the contingency is legally complex (and many are), the licensee should consider referring the client to an attorney for the drafting of the contingency.

- A. Drafting Contingencies:** Use the appropriate contingency addendum or if necessary draft the contingency on an **ADDENDUM/AMENDMENT TO PSA – Form 34 (page 106)** and address 7 specific areas:
1. Subject of the contingency.
 2. Standard for approval.
 3. Who pays for it?
 4. Time for satisfaction.
 5. Effect of silence – what happens if nothing is ever said?
Use the silence shall be deemed satisfaction clause
("Silence shall be deemed satisfaction of this contingency.")

6. Continued marketing/removal period.
7. What happens to the earnest money after termination by Buyer if contingency is not satisfied or waived.

*Note: Reminder, even though the Form 17 or 17C is now generally required in the sale of residential properties, as well as land zoned residential, as mentioned earlier, it is **not** to be referenced in the PSA. The SDS is, by law, not part of a PSA. Therefore, it should never be referenced on line 16. As a practical matter, any addenda listed in section 16 must be provided to the lender, and the Buyer and Seller generally never want an underwriter to see the SDS. Similarly, the Buyer Representation Agreement – Form SAR-BR and the Inspector Referral Form – Form 41D which are between the Buyer and their broker and do not involve the Seller should not be listed on the lines in the Addenda provision*

Signatures and Contact Information:

All information at the bottom of page 1 should be completed. Complete signatures and dates from all parties should be obtained. Addresses, phone numbers and e-mail information are extremely helpful in eliminating unnecessary delays as the transaction progresses toward closing. At a minimum, note the parties' address as certain processes contained in the PSA provisions require deliver of notices to the addresses listed on page 1 of the PSA. Note it is best business practice to fill in both sets of brokers' and firms' emails (total of four email addresses), as well, to take full advantage of email transmission as set out in general term k.

GENERAL TERMS (pages 2-5 of the PSA, pages 32-35):

a. Purchase Price.

Earnest money is credited to the Buyer at closing. Buyer represents Buyer has sufficient funds to complete the transaction and is not relying on any contingent source of funds, including loans, sale of other property, gifts, retirement funds or future earnings. If the Buyer needs one or more of these contingent sources of funds to complete the transaction, failure to disclose this contingent source of funds means the Buyer takes a risk. In other words, unless the Buyer has the cash in hand, a contingency may be in order. Be sure to advise Buyer that wire transfers or cashier's checks will be needed. Private checks, three party checks, and drafts or warrants will all delay disbursement because of the time necessary to clear the closing agent's trust account. A wire fraud alert provision was added in July, 2019.

PRACTICE TIP: Buyer's broker should ask at this time in reviewing the PSA with the Buyer where the Buyer's funds to close are coming from. In other words, "Buyer, do you have your down payment and closing costs not being covered by the Seller in the bank?" Said differently, "Show me the money!" If not, consider

*drafting a contingency, but at a minimum disclose the contingent source of funds. The **EVIDENCE OF FUNDS ADDENDUM – FORM 22EF (page 71)** can be used for this purpose.*

Note the absence of a provision for stating the method of payment of the purchase price. Absent other provisions, the price is to be paid in cash. Commonly included provisions are lender financing (**FINANCING ADDENDUM – Form 22A – pages 36-38**) or seller financing (**SELLER FINANCING ADDENDUM – Form 22C – pages 58-61**). Additional payment methods include assumption of existing financing, sales made "subject to" existing financing, wrap around seller/underlying lender combination financing. In these scenarios, the licensee will still use the Payment Terms Addendum Form 22C.

Seller financing terms and instruments are not as standardized and therefor require significant care. To be mutually binding, agreement must be reached in the PSA on all essential terms. Essential terms with regard to seller financing have been determined to include: the principal amount; the interest rate; the date interest commences; the amounts, timing and place for payments; dates and amounts for any balloon payments; final payment dates; rights and/or penalties for prepayment; "due on sale or encumbrance" provisions; grace period and default interest rate provisions. Use of the **SELLER FINANCING ADDENDUM – Form 22C** will greatly assist in covering the essential terms for financing.

b. Earnest Money.

Here are the provisions regarding Buyer's delivery (2 days) and Broker's delivery/deposit (3 days) of earnest money. You will also find the provisions for earnest money deposits in excess of \$10,000 including the right of the holder of earnest money to withhold banking fees from money to be returned to the Buyer. This paragraph also includes instructions to the closing agent: 1) provide written verification of receipt of earnest money and notice of any dishonor of any earnest money check, and 2) instructing the holder of earnest money to commence an interpleader action after going through a very specific process per RCW 4.28.080. The holder of the earnest money can withhold the costs of the interpleader action up to \$500.

c. Included Items.

This paragraph lists those items that are included in the sale of the property in addition to the items that were checked on page 1. Note the verbiage "items located in or on the property." The Seller may not swap out the stainless steel appliances for the avocado green ones taken out of a rental property! Note also some generic terms such as window treatments (if it is treating a window it must stay or be excluded) and irrigation fixtures. If any item in this paragraph is leased or encumbered,

the Seller agrees to acquire and clear title at or before closing.

d. Condition of Title.

Title is to be "marketable" at closing. This is not the same as absolutely clean or perfect title, but is title which is free from reasonable doubt and one which a reasonably informed and intelligent buyer would be willing to accept. Note the matters which are not considered to render title unmarketable so long as they do not materially affect the value of the property or interfere with Buyer's intended use. Buyer's intended use, therefore, needs to be determined, and the title commitment should be ordered as soon as possible (if not already ordered by the listing broker). Copies of the documents controlling potential use which are not going to be cleared from title, such as CC&R's, restrictions and easements should be provided to the Buyer for review and consideration, especially if the Buyer intends to change the existing structures or use at the property.

Title is to be conveyed via statutory warranty deed (instructions to the closing agent).

e. Title Insurance.

The Agreement provides for an ALTA form of Homeowner's Policy of Title Insurance. Herein lies the provision that the Buyer must pay for the cancellation fee if they choose a different title insurance company than the one the Seller has chosen. If the title insurance company will not issue the Homeowner's Policy, the parties agree to the lesser policy of coverage (the Standard Owner's Policy). The title insurance company is to send a copy of the preliminary commitment for title insurance to the brokers and the parties. If title is not insurable, the Buyer's remedy is to terminate the transaction and receive a refund of their earnest money. The 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.

The sale shall be closed by the closing agent on the closing date. If the closing date falls on a Saturday, Sunday, legal holiday, or day when the county recording office is closed, the closing agent shall close the sale on the next business day. Closing is defined in this provision as the day when the transaction is recorded and sale proceeds, if any, are available to the seller).

PRACTICE TIP: Do not use the word "funding" in the PSA paperwork. It is confusing and means different things to different people. Stick with the defined term, "closing."

The PSA obligates the Seller to use best efforts to maintain the property

until Buyer is provided possession. If Seller fails to maintain the property, or if an accident causes material damage, the Buyer may cancel the deal. Insignificant damage is not intended to provide a basis for termination (normal wear and tear). Unfortunately, there is no "bright line" test to determine what is normal wear and tear. In general, however, those are items and conditions which a reasonably prudent person would consider to be significant in deciding whether to enter into or continue with the transaction on those terms would be considered material. If an appliance, system, etc. become inoperative prior to closing, the Seller agrees to repair or replace with an appliance or system of equal quality. A very important right associated with confirming the absence of material damage is the walk through within 5 days prior to possession. This walk through is used to confirm that there is no material damage which was not present when the offer was made or which was previously concealed. This section also provides the Seller will not enter into nor modify any leases or agreements, service contracts or other agreements which affect the property with terms extending beyond closing without the Buyer's consent.

This provision also provides the Buyer and Seller will execute a **RENTAL AGREEMENT - Occupancy Prior to Closing (Form 65A – pages 128-129)** or **RENTAL AGREEMENT - Seller Occupancy After Closing (Form 65B – pages 130-131)** as applicable and contact their respective insurance companies to assure appropriate policies are in place if early or delayed possession is being negotiated.

Finally, this section provides information about the state statutes (RCW 19.27.530 & 43.44.110) governing the Seller's obligation to install carbon monoxide alarms in accordance with the state building code, as well as a smoke detection device and that the brokers and firms are to be held harmless from any claim resulting from Seller's failure to install CO alarm(s) or smoke detector(s) in the property.

g. Section 1031 Like-Kind Exchange.

The parties agree in this provision to cooperate with the other party's 1031 Exchange as long as they incur no liability in doing so and if they are reimbursed any costs associated with doing so. Notwithstanding the assignment provision of the PSA, the parties agree to the assignment of the transaction to the exchange facilitator for the purposes of completing the exchange.

h. Closing Costs and Prorations and Charges and Assessments.

Seller and Buyer will each pay one-half of the escrow fee unless otherwise agreed or required by government regulations (e.g., VA or FHA loan). Taxes, rents, interest and lienable HOA dues are prorated. Buyer agrees to pay Buyer's loan costs unless otherwise agreed (i.e., a seller

contribution as set out in the **FINANCING ADDENDUM – Form 22A (pages 36-38)**). Be sure to inform the parties of estimated closing costs: the Buyer of their estimated cash to close requirements, and the Seller of their estimated proceeds. Ask to see a copy of the Buyer's Loan Estimate they received from their loan officer. Any delinquencies or encumbrances that will remain after closing (e.g., assumable sewer assessment) shall be brought current by the closing agent. Buyer agrees to pay for remaining fuel in the fuel tank provided Seller gets a written statement as to the quantity and current price thereof from the supplier. Closer shall prorate the lienable utilities per **IDENTIFICATION OF UTILITIES – Form 22K (page 76)**.

Buyer is advised to verify the existence of any other charges and assessments that may be charged against the property after closing. Assessments shall be paid pursuant to the provisions set out in Specific Term No. 13.

i. Sale Information.

This provision authorizes either listing or selling broker to report the sale to the appropriate MLS. The parties also authorize the affiliate service providers to give information pertinent to the transaction to the brokers. Note, the affiliate service providers may be limited by statute to how much they can disclose (e.g., a lender must not disclose confidential information about the Buyer, and the listing broker will not be entitled to it notwithstanding this provision).

j. Seller Citizenship and FIRPTA.

Seller warrants the Seller's citizenship status for US income taxation purposes marked on page 1 of the PSA is correct. Seller agrees to execute a FIRPTA certification (**CERTIFICATION UNDER THE FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA") – Form 22E (page 70)** or similar form) at closing. If the seller is a foreign person (e.g., does not have a US tax identification number of some type), closing agent will hold funds in order to pay appropriate taxes. If not, Buyer (and broker!) may become responsible for the tax liability.

k. Notices and Delivery of Documents.

Any notice per the PSA must be in writing. Notice to the Seller must be signed by at least one Buyer and will be deemed to be given when received by the Seller, their broker or at their broker's office. Notice to the Buyer must be signed by at least one Seller and is deemed to be given when actually received by the Buyer, their broker or their broker's office. Actual receipt by the Buyer's broker of the Form 17 (SDS), Lead Based Paint Addendum, Public Offering Statement or Resale Certificate, HOA docs pursuant to Optional Clauses Addendum, or a preliminary commitment for title insurance pursuant to the Title Contingency Addendum shall be

deemed delivery to the Buyer. Notices do not require the signature of the other party.

The brokers have no responsibility for notices beyond calling the party or causing the notice to be delivered to the address noted on page 1 of the PSA. Parties are requested to keep their brokers advised of their whereabouts in order to receive prompt notification of notices.

Facsimile (fax) transmission of any notice or document shall be delivery. E-mail transmission of any notice or document (or directly link to such notice of document such as forwarding an AuthentiSign email with a link to the final version) shall constitute delivery when:

- 1) the email is sent to both the brokers' and their firms' emails listed on page 1 of the PSA; or
- 2) the receiving broker sends written acknowledgement of receipt of the email even if it is not delivered to the firm email.

Practice Tip: It is still best business practice to email documents and notices to both the firm and the broker emails because if the receiving broker does not give you written verification of receipt, you have not accomplished delivery if not delivered to the firm, also.

In either scenario (fax or E-mail) The parties agree to sign an original if requested by either party or the closing agent.

I. Computation of Time.

Time periods begin the day after the event commencing the time period (do not count the trigger date) and expire at 9:00 pm of the last calendar day of the specified time period. Except for the possession date, if the last day is a Saturday, Sunday or legal holiday (defined in RCW 1.16.050), the time period shall then expire on the next business day (e.g., if the 10th day of the home inspection period falls on a Saturday, Sunday or legal holiday, the Buyer has until Monday at 9:00 pm to provide their inspection notice). Any period of time 5 days or less shall count only business days. If the parties agree that an event will occur on a specific calendar date, the event shall then occur on that date except closing which will occur on the next business day if the calendar date is a weekend day, holiday or day when the recording office is closed.

If the parties attach the legal description (Exhibit A) after mutual acceptance, mutual acceptance will nonetheless be the date the mutual acceptance of an offer or counteroffer was delivered.

"Time is of the essence" is a very significant provision in written contracts meaning that the times and dates specified in the contract must be observed with specificity. Even minor deviations or delays do not have to

be accepted or tolerated by the other parties. The contract will be subject to modification by the conduct of the parties, however, if the time lines are not honored and the parties demonstrate by their actions that the deadlines are not intended to be given effect. The risks and consequences to the parties in not observing and adhering to stated dates (including extending dates by addendum when required), can be severe.

m. Integration and Electronic Signatures.

Specifying that the PSA is fully integrated is intended to mean that there are no agreements or understandings outside of the written provisions of the PSA. However, this clause is intended to make it clear that all prior negotiations and information (including the MLS data sheets, flyers, etc.) are replaced by the PSA. Be sure to act in a manner which is consistent with this requirement and document and incorporate understandings and agreements into the PSA. This provision affords some protection to parties from purported oral agreements and understandings which were not made part of the Agreement, but also penalizes careless parties who forget to list significant oral agreements and understandings which the parties have reached.

This provision also allows for signatures in electronic form to have the same legal effect and validity as a handwritten signature.

n. Assignment.

The Buyer may not assign the agreement without the Seller's consent unless the parties have agreed to an "and/or assigns" clause. Note, if the Seller does not want to sell to someone (e.g., feuding farmer scenario), they should not accept an and/or assigns clause as they will be "stuck" with the assignee. Similarly, if the Buyer knows they will want to assign the contract to someone (e.g., a parent buying a house for a child where the child may or may not be on the loan), then they should include an "and/or assigns" clause lest the seller withhold consent and then they are on the hook to buy the property.

A real estate broker who signs the PSA, but reserves the right to assign is taking the responsibility of a party as of the time of acceptance, a greater risk than the broker may appreciate. As an alternative, the person signing the PSA may act as a nominee - a limited agent for a specific purpose. If the buyer is acting as nominee, this should be specified (e.g. "Jonathan Q. Doe, as nominee on behalf of an undisclosed principal, with no liability to nominee.") Note that there is more risk in acting as a buyer with the right to assign than as a nominee acting on behalf of a principal.

o. Default.

If the Forfeiture of Earnest Money box was checked on page 1, the only remedy to the Seller in the event of Buyer's default is the forfeiture of

earnest money up to 5% of the sale price. If the election of remedies box was checked, in the event of Buyer's default the Seller may 1) keep the earnest money as liquidated damages, 2) sue for actual damages, 3) sue for specific performance, or 4) pursue other remedies available at law or equity.

p. Professional Advice and Attorney's Fees.

Buyer and Seller are advised to seek the advice of an attorney and CPA. Should they do so, they will pay the costs of such review. However, if either party sues the other concerning this agreement, or if a party holding the earnest money commences an interpleader action, the prevailing party is entitled to reasonable attorney's fees and expenses.

q. Offer.

Seller has until the offer expiration date to accept the Buyer's offer unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by the Buyer, their broker or at the office of their broker. If the offer is not accepted within the offer expiration time period, the offer lapses and the earnest money is refunded to the Buyer.

r. Counteroffer.

Any change in the terms presented in the Buyer's offer shall be considered a counteroffer (with the exception of the insertion of or change to the Seller's name or warranty of citizenship status). Buyer has until the offer expiration date to accept the Seller's counteroffer unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is actually received by the Seller, their broker or at the office of their broker. If the counteroffer is not accepted within the offer expiration time period, the offer lapses and the earnest money is refunded to the Buyer.

s. Offer and Counteroffer Expiration Date.

If no date is specified, the offer or counteroffer shall expire 2 days after the offer or counteroffer is delivered unless sooner withdrawn.

t. Agency Disclosure.

The parties authorize the designated broker to be a dual agent in in-house dual agency transactions. The parties authorize the broker and designated broker to both be dual agents in pure dual agency transactions. The parties acknowledge receipt of the pamphlet, "The Law of Real Estate Agency." Good practice encourages having the Agency Law Pamphlet signed by the Buyers and Sellers, as well, though is not required.

u. Commission.

The parties agree to pay the commission in accordance with any commission agreement to which they are a party. The listing firm shall

split the total commission with the selling firm per the listing agreement. The parties consent to the firms receiving compensation from both parties. The parties agree the closing agent shall pay the commission at closing out of their funds or proceeds. In any action to enforce the commission, the prevailing party is entitled to receive attorney's fees and expenses. The parties agree that the licensees are third party beneficiaries to this transaction.

Commission is generally to be controlled by the listing agreement and the advertised share to be paid to cooperating selling brokers. Requested deviation from the advertised share should only be requested in unusual situations and must be agreed upon between the brokers (to do otherwise may constitute a violation of the MLS Agreement and ethics violation).

*Note: Under the Agency Law, if a licensee is acting as a dual agent, full disclosure of compensation (paid by all parties) must be made. The only place for the buyer's agent to make this disclosure is on the **BUYER REPRESENTATION AGREEMENT – Form SAR-BR (pages 7-8)**.*

v. Cancellation Rights/Lead-Based Paint.

If a residential dwelling was built on the property prior to 1978, and the Buyer receives the **DISLCOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS – Form 22J (pages 74-75)** after mutual acceptance, the Buyer has the right to rescind the transaction for 3 days after receipt of the Form 22J. Don't forget to give the Buyer the Lead-Based Paint Pamphlet, as well.

w. Information Verification Period.

Buyer shall have 10 days after mutual acceptance to verify all the information from the Seller or listing licensee related to the property. Buyers should be encouraged to take advantage of this opportunity. Discovery within the investigation period that information provided in marketing the property was inaccurate may provide a basis for terminating the PSA.

x. Property Condition Disclaimer.

Buyer and Seller agree that information comes from the parties, not any broker. Parties are responsible for performing their obligations, not the brokers. The brokers are not required to independently investigate or confirm information from the parties unless they agree to do so in writing. If the broker agrees to conduct an independent investigation it should be spelled out specifically in a separate addendum and referenced on an addendum (e.g., "Selling Broker will contact health district to request information on whether property is hooked to sewer and provide response to Buyer."). Note that the broker is not claiming to be the source of the information or the expert who assesses its significance. None of these

provisions mean that the brokers are relieved of their duties to note and disclose adverse material facts which become known to them and which are not apparent or readily ascertainable.

Brokers do not guarantee the value, quality or condition of the property. The provision goes on to point out things may be defective with the property, brokers do not have expertise in finding these items, and the Buyer is advised to retain the services of an inspector qualified to find these defective products, materials or conditions. Brokers may assist in locating and selecting these third party service providers, but brokers cannot guarantee or be held responsible for these service providers.

FINANCING ADDENDUM – Form 22A (pages 36-38): Use on all transactions where the Buyer will be obtaining lender financing (versus cash transaction or Seller financed).

1. Loan Application/Waiver of Contingency.

Identify the type of financing the Buyer will be obtaining (all that are possible if it is unknown at the time of offer). Fill in the blank regarding the Buyer's down payment, as well.

PRACTICE TIP: If the Buyer does not know how much they are going to put down (e.g., they have 20% down, but may choose a lesser down payment financing option), write "up to 20%" giving the Buyer the right to do less. Do not write "as lender requires" as this binds the Buyer to whatever the lender requires (e.g., "We can give you a loan, but you will need to put 50% down!").

*Note: If the Buyer is receiving FHA financing, do not forget to have them initial and date the **FOR YOUR PROTECTION: GET A HOME INSPECTION – Form 22F (page 72)**. There is no initial and date line, so create one.*

Buyer will make loan application within the negotiated time frame (so many days after mutual acceptance).

If the Buyer fails to make application for financing within the agreed upon time, changes the type of loan or lender without the Seller's prior consent the financing contingency is deemed waived. A waiver under this paragraph will also waive the low appraisal provisions. Buyer should use the **LOAN/LENDER CHANGE ADDENDUM TO PSA – Form 22AC (page 40)** to gain Seller's consent if a change of loan type or lender is needed. "Application" and "lender" are defined in this provision.

2. Loan Information.

The Seller may make a request of the Buyer, just once, after the negotiated time period, for the Buyer to provide to the Seller the Loan Information Notice which will give a status update of the Buyer's loan. If

the Buyer fails to provide the Loan Information Notice, the Seller's right to termination in section 3 is accelerated. **REQUEST FOR LOAN INFORMATION – Form 22AL (page 43)** and **LOAN INFORMATION NOTICE – Form 22AP (page 44)** should be used to facilitate this loan information provision.

3. Seller's Right to Terminate.

Seller has a right to give a Right to Terminate Notice after the agreed upon time frame. This is the "no bug by the Seller" time frame. After the agreed upon time, the Seller may give the Right to Terminate Notice (otherwise known as the "fish or cut bait" provision). If the Buyer does not waive the financing contingency within 3 days after such notice is given, the Seller may then elect to terminate the agreement in which case the Buyer will be given a refund of the earnest money.

FINANCING CONTINGENCY NOTICE – Form 22AR (page 46) shall be used to provide notice of intent to terminate and all other required notices.

4. Loan Cost Provisions.

The Buyer may ask the Seller to contribute toward the Buyer's loan costs. For FHA/RD and VA loans, the Seller contribution shall **include** any non-allowable costs including Buyer's closing agent fee on a VA loan and if the non-allowables are more than the amount requested, the Seller will pay them nonetheless. If the box is checked at the end of this provision, the Buyer shall pay the Buyer's share of the escrow fee for a VA loan as Buyer may pay no more than 1% of the amount of the loan.

5. Earnest Money.

If Buyer has not waived the contingency and is unable to obtain financing after a good faith effort, then the agreement shall terminate and the earnest money shall be refunded to the Buyer if the Buyer provides a decline letter from the lender that states: 1) the date of application, 2) that Buyer had sufficient funds to close the sale and 3) the reason the Buyer's application was declined. If the Seller terminates under the "fish or cut bait notice" no such letter is required to refund the earnest money to the Buyer.

6. Inspection.

Seller will permit any inspections required by lender, but is not obligated to pay for such inspections.

7. Appraisal Less than Sale Price.

If the appraisal is less than the sale price, the Buyer shall notify the seller within 3 days of notification of the low appraisal (including with that notice a copy of the appraisal). Seller has 10 days after notification to either reduce the price of the house, pay for a new appraisal (the new appraiser

must be approved by the lender), propose a compromise (e.g., reduce the price to an amount more than the appraised amount in which case the buyer will pay the balance in cash) or give notice or rejection of that low appraisal. Buyer may then either waive the contingency or terminate the transaction in which event the earnest money will be refunded to the buyer. Buyer should use the **NOTICE OF LOW APPRAISAL – Form 22AN (page 45)** to begin the process of working through the low appraisal provisions of this contingency.

8. FHA/VA/RD Appraisal Certificate.

If the agreement is contingent upon government insured financing, the buyer shall not be obligated to purchase if they do not receive a statement setting forth the appraised value. The purpose of the appraisal is to determine the maximum value the government will insure and does not warrant the condition or value of the property. Seller and Buyer shall also execute a document setting forth the prior provision known as the amendatory clause as required by the lender.

9. Extension of Closing.

In the event a) the APR varies from the APR initially disclosed to buyer in the Good Faith Estimate provided by the lender by .125% or more in a fixed rate loan or .250% in an adjustable rate loan, b) there is a change in the loan product or c) there is an addition of a prepayment penalty, the Closing Date shall be extended for up to four (4) days to accommodate the requirements of Regulation Z of the Truth in Lending Act upon notice from the buyer.

APPRAISAL ADDENDUM – Form 22AA (page 39): Stand alone appraisal provisions to be used for example with a cash buyer who still desires an appraisal. These low appraisal provisions mirror the low appraisal provisions in the **Financing Addendum**.

LOAN/LENDER CHANGE ADDENDUM – Form 22AC (page 40): This is the form the Buyer will use to gain the Seller's consent to a change in the type of loan or the lender per the **Financing Addendum**.

INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM – Form 22AD (page 41): In this addendum, the Buyer contemplates a low appraisal, lets the seller know that they will pay the additional cash necessary to make up the difference between the appraised value and the purchase price (up to a negotiated amount). This addendum replaces the "Appraisal Less Than Sales Price" provision in the **Financing Addendum**. Notices that need to be given with regard to this addendum shall be given using the **Notice for Increased Down Payment for Low Appraisal Addendum – Form 22ADN (page 42)**.

REQUEST FOR LOAN INFORMATION – Form 22AL (page 43): This is the form the Seller will use to request an updated of the Buyer's loan status per Section 2 of the **Financing Addendum**.

LOAN INFORMATION NOTICE – Form 22AP (page 44): This is the form the Buyer will use to respond to the Seller's **Request for Loan Information – Form 22AL** whereby the Buyer discloses the following: 1) the date the Buyer made application, 2) the name of the lender, 3) the information the Buyer has provided to the lender thus far in the process and 4) a warranty the Buyer has provided all information that has been requested of the the Buyer.

NOTICE OF LOW APPRAISAL – Form 22AN (page 45): This is the form the Buyer and Seller will use in navigating the low appraisal provisions of the **Financing Addendum** including the Buyer's Notice (accompanied by a copy of the appraisal), the Seller's response and the Buyer's reply.

FINANCING CONTINGENCY NOTICE – Form 22AR (page 46): This is the form the Seller would use to initiate the right to terminate notice per section 3 of the **Financing Addendum**, as well as the Buyer's potential waiver and Seller's potential notice of termination.

LIMITED WAIVER OF FINANCING CONTINGENCY ADDENDUM – Form 22AW (page 47): Use if Buyer wishes to waive the financing contingency with the exception of the low appraisal provisions.

BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY – Form 90H (page 48): Use if Buyer wants to waive their financing contingency (e.g., on competing transactions where Buyer must disclose they are getting a loan, but wishes to waive the contingency to strengthen their offer).

BUYER'S NOTICE OF TERMINATION (FINANCING UNAVAILABLE) – Form 90I (page 49): Send with denial letter from lender in order to receive a refund of earnest money per the **Financing Addendum – Form 22A** paragraph 5.

BUYER'S SALE OF PROPERTY ADDENDUM – Form 22B (pages 50-51): Use if Buyer has a property to be sold before closing on the Seller's property.

1. Contingent on Sale of Buyer's Property. The Buyer will use this contingency addendum if they have not yet sold a property that they need to sell in order to buy the Seller's property. The form creates a contingency period during which the Buyer must sell their property otherwise the transaction will terminate the earnest money be refunded to the Buyer.

2. When Seller's Consent is Required on Sale of Buyer's Property. Seller's consent is required if the Buyer desires to accept an offer on their

property which is contingent on the second buyer's sale of their property or if the closing of the Buyer's property will be outside of a 30-60 day window.

- 3. Loan Application.** Buyer and Seller will negotiate when the Buyer's time period for loan application will start (either after mutual acceptance or after satisfaction of this contingency).
- 4. Property Remains on Market (continued marketing provision).** The Seller shall continue to market the property to find another offer that might replace the Buyer's offer. If the Seller receives an offer they accept, the Seller shall give the Buyer the **BUMP NOTICE (Notice that Seller Has Accepted Another Offer) – Form 44 (page 52)** after which the Buyer has the negotiated time period to waive or satisfy the contingency (the bump period). Buyer's response shall be on the **BUMP RESPONSE – Form 46 (page 53)**. In the **Bump Response**, the Buyer has three options: 1) giving notice the contingency is satisfied and the Buyer's property has sold, 2) waiving the contingency because the Buyer's property has not sold, but the Buyer desires to move forward anyway or 2) terminating the agreement because the Buyer's property is not sold and the Buyer is not prepared to move forward.
- 5. Contingency Satisfied.** Buyer shall give the Seller notice within 2 days of entering into an agreement (satisfied the contingency) using the **CONTINGENCY PROPERTY NOTICE – Form 90K (page 54)** and shall send a copy of the PSA for the sale of their property. If the Buyer's property sells, the closing of the transaction will be 3 days after the closing of the contingency property (thus the requirement for the Seller's consent to a deal that will close outside of the 30-60 day window). If the Buyer waives this contingency (e.g., after a bump notice is given), the Buyer waives all other contingencies that are part of the transaction (including financing and inspection) and the closing shall occur 30 days after the date of the buyer's waiver.
- 6. Buyer's Property – Failure to Close.** If the contingent property sells, but that transaction fails, Buyer shall give the Seller notice within 2 days. If the Buyer does not give this notice in a timely manner, then Buyer shall be in default and the default and attorney's fees provisions shall apply. If there is time remaining on the original contingency period, the contingency will be reinstated. If not, the agreement will terminate and earnest money refund to the Buyer or the Buyer has the option to waive the contingency and move ahead and close. The closing shall then be 30 days after buyer's notice of the waiver. If the property is new construction, the closing may be delayed until a certificate of occupancy is granted.

7. Closing Date. The closing dates in this contingency supersede the closing date in the PSA.

8. Other. Buyer and seller may negotiate other provisions here such as delaying time frame for home inspection, etc.

CONTINGENCY PROPERTY NOTICE – Form 90K (page 54): Use to transmit notice that Buyer's contingency property has sold, or that the sale failed to close and whether Buyer intends to terminate the agreement or reinstate the contingency or waive the contingency. Again note such a waiver will waive all remaining contingencies (e.g., inspection and financing), as well. This is also the form a Seller will use in dealing with a second/bump Buyer.

BUYER'S REQUEST FOR SELLER'S CONSENT – CONTINGENT SALE – Form 90L (page 55): Use to transmit any notices required or permitted in the Sale of Buyer's Property Contingency Addendum such as Seller's consent to a delayed closing, etc.

BUYER'S PENDING SALE OF PROPERTY CONTINGENCY ADDENDUM – Form 22Q (page 56): Use if the Buyer has already sold their home, but that sale has not yet closed. The provisions in this contingency are very similar to the provisions of Form 22B except the Seller shall have NO continued marketing rights under this contingency.

BUYER'S PENDING SALE CONTINGENCY NOTICE – Form 90U (page 57): Use to transmit notice that the pending sale has failed and whether Buyer will waive contingency or transaction will terminate and earnest money be refunded to Buyer.

SELLER FINANCING ADDENDUM – Form 22C (pages 58-61): Use this addendum any time all or any portion of the purchase price is to be financed by the Seller. All material terms for the method of paying the total purchase price must be contained in the PSA. Failure to agree upon material terms may render the PSA unenforceable in the event a party has a change of heart.

1. General Terms: This section covers such general issues as:

- A. the use of the property (residential dwelling)
- B. the Washington State DFI waiver that may or may not be required
- C. the use of Limited Practice Board (LPB) forms that shall be attached to the Agreement as a blank form
- D. Buyer and Seller should seek counsel of and attorney to review the terms of the Agreement with a negotiated time frame for written notice of disapproval from either side to the other. If Buyer and Seller agree to unique terms, they shall have their respective attorneys review the Agreement. There is then an affirmative duty

to give notice of approval from both sides, otherwise the transaction terminates and earnest money is refunded to the Buyer.

- E. Seller understands Seller's security interest in the Property may be inferior to a third party's interest in the Property, such as a prior lender.

2. Payments to Seller and Method of Payment: This provision spells out the Buyer's down payment, interest rate and when interest starts accruing (on closing or other), payments to the seller and whether the parties will execute a promissory note and deed or trust or a real estate contract.

Sellers should be very cautious of transactions in which the Buyer is putting no money down (these are very risky), and extremely reluctant to consider a transaction in which the Buyer is actually getting a loan in first position which, when combined with the Seller financed amount, will exceed the purchase price (the Seller is unsecured on a portion of their "loan" and is taking a great risk that at least a portion of the purchase price will not be received).

The interest rate must be specified. If this is a private consumer transaction (i.e., Buyer is purchasing for personal or family use), the maximum interest rate will probably be governed by usury laws (the maximum interest rate a private Seller may charge under these statutes is 12% except in periods of time when interest rates are extremely high, such as during the early 1980's). If the transaction is not governed by usury limitations, Sellers still need to consider some fairness limitations under doctrines used by courts, including procedural and substantive unconscionability rules.

Promissory Note and Deed of Trust: In general, if the property is subject to existing encumbrances which are not to be paid at closing, use the same type of instrument for the junior encumbrance as that which was used for the existing obligation. If Seller is to carry back financing in second position behind a third party lender, a note and deed of trust will be required because the lender will not give a loan to a Buyer who is not in title;

These provisions also specify: security, agreement to use LPB Form 28A, Deed of Trust LPB Form 22 or 22A, due date, default and default interest, prepayment and no further encumbrances.

Real Estate Contract: Or the parties may agree to a real estate contract. Acreage which is used primarily for agricultural purposes should be sold on contract - deeds of trust covering farm land cannot be foreclosed non-judicially in Washington. In the event of Buyer default, real estate contracts can generally be forfeited more quickly than deeds of trust can

be non-judicially foreclosed.

3. Assumed Underlying Obligations and Method of Payment:

- A. Buyer shall assume the noted obligations (optional provision).
- B. If consent of the holder of the underlying obligation is required, this provision shall control.
- C. Seller wrap of existing loan provisions (optional).
- D. Cash down to existing loan provisions including type of loan, loan amount and payments, seller warranty that the loan is assumable, Buyer review period and seller review period (optional).

4. Other Terms:

The remaining checkbox provisions are designed to cover the items declared to be material terms in seller financing by Washington court decisions. One item which should always be stressed and recommended is the use of an escrow contract collection account - the service provided is very well worth the expense (see provisions in A which include agreement upon a collection account, escrow provisions, taxes and insurance).

Note under paragraph B, the Seller has the option (if the box is checked and negotiated between the parties) to approve the credit report of the Buyer. This section allows the Seller to be aware of their right to check into the creditworthiness of a potential Buyer to whom they are being asked to extend credit.

Finally, under paragraph C, the Buyer shall pay the cost of a lender's standard title insurance policy insuring the Seller's security interest and pay for the extended policy as long as the cost of the policy doesn't exceed 10%.

COMMON INTEREST COMMUNITY ADDENDUM – Form 22CIC (page 62): to be used if the property is in a common interest community.

Identifies the property is in a common interest community and the Seller will provide a Public Offering Statement or a Resale Certificate whichever is applicable.

COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

From 27CIC (page 63-66): to be provided to the Buyer if the property is in a Common Interest Community prepared by the association's officer or its authorized agent.

The CIC Resale Certificate covers such topics as: right of refusal/restrains on alienation; assessment, delinquent assessments; delinquent association obligations; fees; anticipated expenditure, repairs or replacement cost; reserve study; unsatisfied judgments and legal actions; insurance; existing uses, alterations or improvements; declarant;

environmental, health and building code; leasehold estate; restrictions on amounts upon sale; pending sales or encumbrance of common elements; restrictions on use, occupancy and lease; warranties and warranty claims; age restrictions and exhibits.

OPTIONAL CLAUSES ADDENDUM – Form 22D (pages 67-68): Use on all transactions of all property types. This addendum covers many helpful provisions for the parties as well as the licensees in the transaction. Do not forget to check the box if the parties want to include the provision as part of the agreement.

1. Square Footage/Lot Size/Encroachments. (always check)

A clause that protects the brokers by reminding the Buyer that the brokers are making no representations regarding square footage of improvements, lot size, boundaries, encroachments, etc. and Buyer should do their own due diligence to confirm such information to their own satisfaction.

2. Title Insurance. (rarely, if ever check either box)

This provision points out that the Buyer and Seller have already agreed to the homeowner's insurance provision in Form 21. The parties may agree that the parties may elect to choose either the Standard Form Owner's Policy of Title Insurance or the Extended Coverage Title Insurance. In that event the Buyer will be responsible for the additional premium and any survey as required by the insurance company. This would be used mostly with commercial transactions. Note: It is likely that the Buyer will rarely, if ever, check either box.

Note: Three types of insurance coverage:

- 1) *owner's policy (least expensive),*
- 2) *homeowner's policy (the premium will be approximately 10% more expensive than the owner's policy), and*
- 3) *extended coverage (most expensive).*

The PSA calls for the middle coverage (homeowner's policy). Most likely, the default coverage is appropriate for most if not all situations.

3. Seller Cleaning. (always check)

Instruction to the seller to clean the interiors of any structures and remove all trash, debris and rubbish from the property prior to Buyer taking possession.

4. Personal Property. (always check)

Unless otherwise agreed, Seller shall remove all personal property from the Property prior to the Possession Date. Any items left by the Seller thereafter become the possession of the Buyer to do with as he or she pleases (keep, sell, dispose of, etc.).

5. Utilities. (always check)

Buyer should check off those utilities they believe the property is served by. Seller should counter if the Buyer's assumptions are incorrect.

6. Insulation – New Construction. (check if new construction only)

Seller/builder shall disclose the type, thickness and R-Value of the insulation in the walls and ceiling, as well as any other insulation data.

7. Leased Property Review Period and Assumption. (check if applicable)

Buyer acknowledges that Seller leases the checked box items (propane tank, security system, satellite dish and operating equipment, or other). Seller shall provide Buyer a copy of the lease within the negotiated time frame. Buyer has the negotiated time frame to disapprove of the leases otherwise, the lease(s) shall be assumed by the Buyer at closing and hold the Seller harmless from and against any further obligations. Caution, however, all such leases may not be assumable and this should be determined as soon as possible.

8. Homeowner's Association Review Period. (check if property is located within a homeowner's association)

Seller shall provide to Buyer the following documents (if available) within the negotiated time period following mutual acceptance; 1) rules & regulations including architectural guidelines, 2) bylaws, covenants, conditions and restrictions (CC&Rs), 3) Association meeting minute for the past 2 years, 4) board of director meeting minutes for the past 6 months, and 5) financial statements for the prior 2 years and current operating budget.

Buyer has the negotiated time period to review the documents provided by seller (or consider if no documents are provided at all). If Buyer does not give notice of disapproval, then the HOA review period is deemed satisfied. If Buyer disapproves in writing, then the agreement is terminated and the earnest money is refunded to the Buyer.

9. Homeowner's Association Transfer Fee.

The parties will negotiate who will pay the transfer fee if one is to be charged by the HOA.

10. Excluded Items. (check if applicable)

If the Seller intends to keep any items (e.g., dining room chandelier, master bedroom curtains or Aunt Millie's prized rose bush in the front yard), this is the place to exclude those items. Note Seller shall repair any damage caused by the removal of such items (e.g., holes in the wall left by removing the flat screen television and mounting hardware).

11. Home Warranty. (check if applicable)

Acknowledgement by both parties that home warranty plans are available that provide additional protection and benefits to both Buyer and Seller. Buyer may choose to order a one-year home warranty and then designate the home warranty provider and options, as well as ask Seller to contribute to the payment for such warranty.

12. Other (otherwise known as the mini Form 34 – blank addendum).

(check if adding provisions) - Examples of other optional clauses:

- 1) Seller may terminate this agreement if the Buyer's spouse does not sign quit claim deed within 5 days of mutual acceptance.
- 2) Seller to have carpets professionally cleaned and shall provide invoice of such prior to closing.
- 3) Agreement is subject to Buyer's 1031 Exchange.
- 4) Disclose if one of the brokers is related to one of the parties (e.g., Listing Broker is related to Seller).
- 5) Disclose if one of the parties is a licensed broker (e.g., Buyer is a licensed real estate broker in the state of Washington).

BUYER'S NOTICE OF TERMINATION (HOMEOWNERS' ASSOCIATION

REVIEW – FORM 22D) – Form 90W (page 69): This is the form a Buyer would use to give notice of termination after reviewing the HOA information (or realizing that none may be forthcoming) and making demand for refund of earnest money.

FIRPTA CERTIFICATION – Form 22E (page 70): This is a form a closing agent will use if the Seller is not taxable entity in this country to make sure to comply with federal tax laws (Section 1445 of the U.S. Internal Revenue Code) that a Buyer of a U.S. real property interest must withhold tax if the Seller is a foreign person unless one of the exceptions in the Act applies.

EVIDENCE OF FUNDS ADDENDUM – Form 22EF (page 71): This form should be added to all transactions so that Buyer's offer is contingent upon Buyer providing evidence of Buyer's funds to close (not just on cash transaction, but proof of Buyer's down payment, as well). This form is also used to disclose a contingent source of funds, but be clear, this does not create a contingency that the Buyer will receive those funds, but rather, simply discloses the contingent source of funds so as to not be in default of the "Buyer represents Buyer has sufficient funds to close and is not relying on any contingent source of funds" provision in general term a of the PSA.

FOR YOUR PROTECTION: GET A HOME INSPECTION – Form 22F (page 72): Use if the Buyer is obtaining FHA financing. This form informs the Buyer of the difference between a home inspection and an appraisal and encourages the Buyer to conduct a home inspection by selecting a trained professional home inspector.

FOR SALE BY OWNER ADDEDNUM – Form 22FSBO (page 73): Use if Buyer is purchasing a For Sale By Owner property. Used to protect the Buyer to ensure this is not a distressed property by the Seller representations below:

- 1. Distressed Home:** Seller must check a box that the property is or is not a distressed home. Distressed home is defined as an owner occupied, 1-4 units where the Seller 1) is in process of foreclosure or in danger of foreclosure because Seller (a) has defaulted on a mortgage or (b) is at least 30 day's delinquent on a loan secured by the property or (c) Seller is likely to default on such mortgage or loan within 4 months due to lack of funds; or 2) at risk of loss due to non-payment of taxes.
- 2. Closing Date is Not Within 20 Days of a Foreclosure Sale:** Seller warrants the closing date is not within 20 days of a advertised or docketed foreclosure sale.
- 3. Possession Date:** Possession date shall be the closing date.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS – Form 22J (pages 74-75): Use if **any** dwelling on the property was built prior to 1978. Make sure the form is completely executed with all appropriate boxes checked and all signatures, initials and dates completed by the Seller, the Buyer, **and the licensees**.

IDENTIFICATION OF UTILITIES – Form 22K (page 76): Use on all transactions unless waiving the services of the closing agent to prorate the lienable utilities. Listing licensee should complete this form at the time of listing and make available to the buyer's agent in the MLS associated docs along with the Exhibit A, SDS, LBP, SAR-SA, etc. The buyer's broker should generate this addendum if it is not available prior to drafting the offer, and the Seller/listing broker should then fill out the information for the closing agent.

LEASE REVIEW ADDENDUM – Form 22L (page 77): Use if selling multi-family property. This form makes the Buyer's offer contingent upon the Buyer's review and approval within the negotiated time frame of the leases, books, records and agreement to be provided by the Seller within the negotiated time frame. It also provides that Buyer is solely responsible for obtaining required consents to assume any such contracts. Deposits and rents will also be prorated to delivered to the Buyer at closing.

LAND AND ACREAGE ADDENDUM – Form 22L&A (pages 78-81): Use if the transaction involves raw land or homes with acreage. The acknowledgements and available contingencies will eliminate many of the common mistakes and oversights which occasionally arise after closing land transactions. The first page of the addendum is information for the Buyer. It references issues that are unique to land and acreage such as:

- 1) feasibility and desirability of the property for Buyer's intended use
- 2) boundary lines and surveys
- 3) perc tests
- 4) well tests for quantity and quality
- 5) special tax classifications
- 6) timber cruises
- 7) on-site sewage disposal systems
- 8) additional test or inspections that may be required
- 9) existing leases or rental agreements
- 10) seller's right to harvest crops

Page 2 creates contingencies unique to land & acreage including:

- 1) survey
- 2) perc test
- 3) on-site sewage system pumping and inspection
- 4) water quality test
- 5) water quantity test (Buyer may make offer contingent on well producing at a specific level during a 4 hour draw down test)
- 6) timber cruise

The contingencies are invoked by checking the box that either the Buyer or Seller shall pay the costs of such contingencies. Also, note an amount of time for completion of such contingencies may also be negotiated.

The next two pages contain optional provision for land and acreage transactions including: feasibility study, irrigation and water, assignment and assumption of leases, attorney review, accessories, CRP program, document review period, additional inspections, and tax designation issues.

MANUFACTURED HOME ADDENDUM (Title to Be Eliminated) – Form 22MH

(page 82): Use with manufactured homes that are on their own land (not on leased land in a park) being purchased in the transaction via the Form 21. The form deals with issues unique to manufactured homes such as the property description of the manufactured home, title elimination issues and the Department of Labor & Industries compliance inspections. For manufactured homes on leased land, use the **Manufactured Home PSA – Form 23.**

ATTORNEY REVIEW ADDENDUM – Form 22RA (page 83): Use if either party or both would like to make their offer contingent upon an attorney's review of the agreement.

WELL ADDENDUM – Form 22R (page 84): Use if property is served by a well and the parties are not using the **Land & Acreage Addendum – Form 22L&A.**

The provisions include number of connections, Seller representations, well documents review period, a well inspection contingency and local requirements.

Buyer may terminate the agreement by disapproving the well report by using the **BUYER'S NOTICE OF TERMINATION (WELL ADDENDUM) – Form 90X (page 85)**.

SEPTIC ADDENDUM – Form 22S (page 86): Use if property is served by an on-site sewage system (OSS) and the parties are not using the **Land & Acreage Addendum – Form 22L&A**. The addendum addresses what type of OSS (private or shared), seller representations, maintenance records, county or city inspection requirements, inspection and pumping of the OSS and the Buyer's right to attend the inspection and the OSS inspection contingency.

Buyer may terminate the agreement by disapproving the septic report by using the **BUYER'S NOTICE OF TERMINATION (SEPTIC ADDENDUM) – Form 90Y (page 87)**.

SHORT SALE ADDENDUM – Form 22SS (page 88): Use on any transaction that will be a short sale. The form defines short sales, provides that the transaction is contingent upon lender approval of the short sale and Seller's acceptance of any lender terms, how the Seller will deal with multiple offers, when the Buyer may terminate the transaction, how time will be computed for specific contingencies, the implications of the short sale and that **NOTICE PURSUANT TO SHORT SALE ADDENDUM - Form 90SS (page 89)** will be used for all notices having to do with the short sale contingency.

TITLE CONTINGENCY – Form 22T (page 90): Use on all transactions. This addendum makes the agreement conditioned on the Buyer's review of the preliminary commitment for title insurance. Buyer is to obtain the easements, CC&R's, etc. and determine that they are consistent with the Buyer's intended use. Buyer has the negotiated time period from either mutual acceptance or receipt of the prelim (whichever box is checked) to give written notice of the disapproval and reasons therefore. Buyer may disapprove exceptions that are contained in the prelim, but may not object to matters not contained therein. E.g., Buyer hopes the property is served by a view covenant which does not show on the prelim. Buyer may not object because something they hoped would be there is not.

Seller shall have the negotiated time period after receipt of the Buyer's notice of disapproval to give notice that the Seller will clear all disapproved exceptions and shall have until closing to do so. If not, the Buyer may terminate the transaction and receive a refund of the earnest money. Buyer may not sue for damages or specific performance. For example, Buyer incurred \$2,000 in costs having contractor and engineer come out to check out the property to determine where they will build the house. The prelim reveals an easement across the property

where the Buyer wants to build. If Seller cannot get the easement cleared, Buyer may walk and get earnest money back, but Buyer cannot sue for the \$2,000 in costs or force the Seller to clear the easement.

If Buyer receives a supplemental title report that discloses new exceptions, the times periods in this contingency shall repeat. Seller must still provide marketable title.

TITLE CONTINGENCY NOTICE – Form 90T (page 91): Use this form to negotiate the Form 22T title insurance contingencies: Buyer's notice of disapproval of title exceptions, Seller's response to notice of disapproval of title exceptions, and Buyer's notice of termination.

HOMEOWNER INSURANCE ADDENDUM - Form 22VV (page 92): Use on all transactions except vacant land. The stand-alone insurance contingency provides the Buyer must apply for insurance within the negotiated time frame. The Buyer has the negotiated time frame to give notice of Buyer's inability to obtain an insurance binder on the terms set forth in the contingency. If so, the agreement is terminated and the earnest money is refunded to the Buyer.

BUYER'S NOTICE OF TERMINATION (HOMEOWNERS INSURANCE UNAVAILABLE) Form 90VV (page 93): The companion notice form to the 22VV, Buyer will use this form to give notice of termination due to insurance being unavailable per the terms of homeowner's insurance contingency.

MODIFICATION OF CLOSING DATE ADDENDUM – Form 22Y (page 94): Use when the parties desire to modify (move earlier or extend) the closing date. Other dates may need to be extended as well in paragraph 2 and other provisions may be added in paragraph 3 (e.g., "In exchange for Seller's agreement to an extension of the closing date, Buyer shall pay a \$1,000 non-refundable extension fee which shall be immediately paid and released to seller upon signing of this addendum.").

ADDITIONAL SIGNER ADDENDUM – Form 22Z (page 95): This addendum is to be used where there are multiple Buyers or Sellers whose signatures and initials cannot fit on the PSA.

PRESALE ADDENDUM – Form 26 (pages 96-99): Use when dealing with new construction. This addendum deals with issues unique to new construction such

- as:
- 1) CC&R's
 - 2) architectural review committee approval
 - 3) plans and specifications
 - 4) decoration selections, upgrades or changes
 - 5) location of home and site characteristics
 - 6) clearing the property
 - 7) landscaping

- 8) warranty
- 9) pre-closing inspection ("walk-through")
- 10) closing date/completion of improvements
- 11) ownership of plans and specifications
- 12) questions during construction and notice of delays
- 13) access to property prior to closing
- 14) conflicts between this addendum and other aspects of the PSA

PRESALE ADDENDUM – OPTIONAL CLAUSES – Form 26A (pages 100-

102): Use this addendum when dealing with new construction in addition to the Presale Addendum. This form deals with additional optional clauses that are unique to new construction such as:

- 1) additional information regarding selections, upgrades and changes
- restoration fee account
- 2) additional information regarding landscaping
- 3) seller's replication of a previous project
- 4) standard owner's policy of title insurance
- 5) extended title insurance
- 6) customer service
- 7) oak floors, driveways and sidewalks
- 8) condition of drywall and siding
- 9) remedies – arbitration
- 10) waiver of financing
- 11) price increase due to delay
- 12) conflict
- 13) seller's purchase of lot
- 14) recordation of plat
- 15) title company and escrow fees
- 16) non-refundable construction retainer

EARNEST MONEY PROMISSORY NOTE – Form 31 (page 103): Use when Buyer will not be providing an earnest money check or cash (or other form of earnest money) or cannot deliver the earnest money in a timely fashion. This form addresses when the earnest money note will come due.

Note: Be sure to make this date specific and not upon closing as if closing does not occur, the earnest money never technically comes due and the seller will have no remedy unless the election of remedies box was checked on page 1 of the PSA.

ASSIGNMENT OF BUYER'S INTEREST IN PSA – Form 32 (page 104): Use when Buyer will be assigning their rights in an existing PSA to another Buyer. Assignee assumes the obligations of the assignor and holds assignor harmless of all claims or liability. Assignor to deliver all documents to assignee.

COOPERATIVE APARTMENT ADDENDUM – Form 33 (page 105): Use when Buyer is purchasing a cooperative apartment.

ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT – Form 34 AKA “Come Sue Me” Form! (page 106): This addendum should be used sparingly as in doing so a broker takes on the added liability of drafting terms (instead of filling in the blanks of attorney approved forms) and will be held to the higher standard of a practicing attorney.

Note: Be sure to reference this form on page 1 of the PSA if using.

INSPECTION ADDENDUM TO PSA – Form 35 (pages 107-108): Use on all residential transactions.

In this addendum, the agreement is conditioned upon the Buyer's subjective satisfaction with inspections on the property including but not limited to structural, mechanical and general condition of the improvements, compliance with building and zoning codes, hazardous materials, pest inspection and soils/stability inspection. Do not forget to check this box, however, or the broker may have unwittingly forfeited their Buyer's right to an inspection.

Note: Only two people can perform the inspection: the Buyer themselves, or a licensed home inspector (or someone exempt from licensing).

Buyer and Seller will negotiate up front whether Buyer may or may not have sewer system scoped.

Buyer's obligations: 1) order the inspection(s), 2) choose the inspector (could be anyone, but Buyer is solely responsible for interviewing and choosing this person), and 3) pay for the inspection(s). Buyer shall restore the property to the same condition it was prior to the inspection(s) and is responsible for any damage as a result of such inspection(s). Buyer is not obligated to provide a copy of the inspection report unless they are invoking their right to additional inspection(s) in which case they must give a copy of the written recommendation by the inspector of the additional inspection(s). **The Buyer shall not, however, provide the inspection report or portions of the report to the Seller unless Seller requests otherwise.** The Buyer may ask the Seller to make any corrections, regardless of whether they were cited by an inspector.

Buyer has 4 options upon the end of the negotiated inspection period (Buyer's Notice):

- 1) approve the inspection and waive the contingency,
- 2) disapprove the inspection and terminate the agreement,
- 3) request further inspection(s) in which case the inspection period will be extended by the negotiated time period and shall commence on the day after the notice of additional inspection(s) is given, or

- 4) propose corrections or modifications to the agreement.

If the Buyer fails to give any notice at the end of the inspection time period, the contingency is deemed waived.

Seller must give notice within the negotiated time period and has 4 options upon receipt of a notice for corrections or modifications from the Buyer (Seller's Response):

- 1) agree to the corrections or modifications at which time the contingency is now satisfied,
- 2) agree to some of the corrections or modifications,
- 3) reject all corrections or modifications, or
- 4) offer different or additional corrections or modifications.

Buyer shall have the negotiated time period to reply to the Seller's reply to their request for corrections or modifications (assuming the Seller did not agree to the proposed corrections and modifications). In this, the Buyer's Reply, Buyer shall have 3 options:

- 1) accept the Seller's response at which time the contingency is deemed satisfied,
- 2) agree with the Seller on other remedies (e.g., resolve in further negotiations), or
- 3) disapprove the inspection and terminate the agreement receiving a refund of their earnest money.

Note: Assuming the parties go with the default time lines, keep in mind the 10-3-3 three-step dance which is the inspection negotiation dance. The Buyer has the initial 10 days to give their inspection notice. The Seller has 3 days to give their response. The Buyer now has 3 days to reply to the Seller's response. It is important to make sure the Buyer understands that if they are going to engage in the "whining dance" (attempting to get the Seller to do more than the Seller offered in their response) then if the Buyer's 3-day reply period goes by without any resolution, the contingency is deemed satisfied and the Seller does not have to do any corrections or modifications (not even the ones they agreed to do in their initial response).

If the Seller has agreed to corrections, the work must be done in a "commercially reasonable manner" (duct tape is not an appropriate fix for a leaking trap) and the work must be completed within the negotiated time frame prior to closing and the Buyer may have the corrections re-inspected at buyer's expense. 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. Buyer may inspect for oil storage tanks, but can only go so far as to determine the existence of one, but cannot go digging.

Buyer is advised to have special inspections of the on-site sewage system as they are subject to strict governmental regulation and occasionally malfunction or even fail.

Buyer may check box #2 to condition the agreement on the subjective satisfaction with a neighborhood review during the negotiated time period. The neighborhood review is of such things as schools, proximity to bus lines and shopping, traffic patterns, noise, parking, etc. to include the existence of sex offenders.

If the Buyer conducted a pre-inspection and will move forward in the transaction without further inspection, check box #3.

If the Buyer is going to waive the inspection, check box #4.

PRACTICE TIP: Either box #1, 3 or 4 should be checked.

PRE-INSPECTION AGREEMENT – Form 35P (page 109): Use if Buyer would like to conduct a pre-inspection of the property (i.e., the Buyer wants to pre-inspect the property prior to making an offer). The provisions are very similar to the provisions of the **Inspection Addendum - Form 35** including **the Buyer shall not, however, provide the inspection report or portions of the report to the Seller unless Seller requests otherwise.**

INSPECTION NOTICE FOR FORM 35 – Form 35R (page 110): Use in the communication of notices in connection with the inspection. This form reflects the options for the Buyer and Seller pursuant to the three step dance described above: Buyer's notice, Seller's response to Buyer's request for modification or correction and Buyer's reply to Seller's response. This form will originate with the Buyer and be built upon by the Seller and potentially back to the Buyer.

INSPECTOR REFERRAL DISCLOSURE – Form 41D (page 111): Licensee should provide this form if licensee is referring a home inspection with whom they have a business or familial relationship.

ESCALATION ADDENDUM – Form 35E (page 112): Use if Buyer wants to include an escalation clause in their initial offer. This addendum will be used in a competing offer situation where the Buyer is willing to pay more than the offered price to beat any competing offer by the indicated amount not to exceed the indicated maximum price.

The bottom of the addendum is a handy worksheet for the listing licensee to use in the calculation of the escalated purchase price when invoking the escalation provision.

FEASIBILITY CONTINGENCY ADDENDUM – Form 35F (page 113): Use if Buyer wishes to include a catch-all contingency for the Buyer to check out the property to make sure it is satisfactory for their intended use. There is a feasibility in the 22L&A (Land & Acreage Addendum), as well, but this is a stand alone contingency to be used when the 22L&A is not appropriate.

FEASIBILITY CONTINGENCY NOTICE (NOTICE OF DISAPPROVAL / APPROVAL) – Form 90P (page 114): Use to communicate approval or disapproval of feasibility contingency.

NEIGHBORHOOD REVIEW CONTINGENCY ADDENDUM – Form 35N (page 115): This addendum is a stand alone neighborhood review contingency for the Buyer to check out the neighborhood. The provisions are the same as the neighborhood review portion of the Inspection Addendum - Form 35.

NOTICE OF TERMINATION PURSUANT TO NEIGHBORHOOD REVIEW – Form 90M (page 116): Buyer will use to give notice of termination due to disapproval of neighborhood if the agreement was contingent upon such review.

COUNTEROFFER ADDENDUM – Form 36 (page 117): Use if presenting a counteroffer from the Seller to the Buyer or the Buyer to the Seller. Paragraph 1 is a counter of the purchase price. Paragraph 2 (other) is a counter of any other terms (e.g., excluding items, appliances, closing date, etc.). Licensees should get in the habit of using a counteroffer addendum in lieu of crossing off and initialing changes on the face of the PSA as the agreement may become illegible with multiple faxing, difficult to interpret, etc.

*PRACTICE TIP: When your client signs a counteroffer addendum, have them also sign a **WITHDRAWAL OF OFFER OF COUNTEROFFER - Form 36A (page 118)** so that in the event they want to withdraw an offer or counteroffer, you have it in your file and where time is of the essence (race to the scanner story) you do not need to track down your client. Remember, offers and counteroffers may only be withdrawn in writing.*

BACK-UP ADDENDUM – Form 38A (page 119): Use if the Buyer's offer will be in back-up position to a first offer. This addendum will either be generated by the Buyer's agent if they know their offer will be in back-up position, or by the listing licensee in countering an offer that will be in back-up position.

Buyer acknowledges that the property is already sold and that this agreement is subject to the first sale. Seller may change the terms of the first offer. Seller is not bound to the back-up Buyer unless the first sale fails. Seller agrees to give the Buyer notice within 3 days of the first sale failing. If the first sale fails, the parties negotiate a closing date in terms of days after delivery of notice that the first sale has failed. The parties will negotiate an expiration of the back-up offer after which the back-up agreement will terminate and the earnest money will be

refunded to the Buyer. Buyer will receive a refund of the earnest money upon expiration of closing of the first sale. Time periods in the back-up offer do not commence until the seller gives notice that the first sale has failed.

PRACTICE TIP: If the Buyer does not want their earnest money to be deposited until they are moved into first position (e.g., the first sale has failed), note this under paragraph 8 (other).

BACK-UP ADDENDUM NOTICE – Form 38B (page 120): This form will be used by the Seller to let the Buyer know that the first sale has failed and therefore the back-up Buyer is now the first position Buyer and by the Buyer to terminate the back-up agreement (e.g., Buyer has found another property prior to being moved into first position by the Seller).

SECOND BUYER'S ADDENDUM – Form 39 (page 121): Use in conjunction with acceptance of a bump offer pursuant to the **Sale of Buyer's Property Contingency - Form 22B.**

Buyer acknowledges Seller has already accepted a contingent offer which gives the Seller the right to continue to market the property. Seller may require the second bump Buyer to remove certain noted contingencies before they will give the bump notice to the contingent Buyer (e.g., approval of Form 17, inspection, neighborhood review, approval of condo resale certificate, financing, etc.). Once Seller receives notice that the second bump Buyer's contingencies are removed, Seller shall give notice to the first Buyer. If the second bump Buyer attempts without legal cause to withdraw or cancel, the Buyer will be in breach of the contract and subject to the default and attorney's fees provisions.

If the first contingent Buyer waives or satisfies the contingency, the second bump agreement shall terminate and second bump Buyer shall receive a refund of their earnest money. If the first contingent Buyer does not remove their contingency, then the second bump agreement shall close according to the terms of the agreement.

COMMISSION DISBURSEMENT FORM – Form 40 (page 122): Instructs the closing agent to disburse commissions per the form.

SELLING FIRM'S COMMISSION – Form 41C (page 123): To be used when there is no listing agreement whereby Seller agrees to pay Selling Firm a commission. This form also has a tail clause (safe harbor).

AGENCY DISCLOSURE – MULTIPLE BROKERS – Form 42A (page 124): For use where the client will be working with multiple brokers (e.g., a team) to modify the Agency Disclosure provisions on page 1 of the PSA.

RESERVATION AGREEMENT – Form 43 (page 125): To be used with a PSA when Buyer wants to reserve a lot in a new construction development.

AUTHORIZATION TO DISBURSE EARNEST MONEY – Form 50 (page 126): Authorizes the holder of earnest money to disburse the earnest money per the parties' request (e.g., earnest money being released to a seller/builder). This form will also be used after mutual acceptance if the transaction has failed to direct the party holding the earnest money to disburse the funds as agreed to by the parties.

RESCISSION AGREEMENT – Form 51 (page 127): Use if the parties wish to rescind the agreement thereby releasing each other or any further liability. It also directs the holder of earnest money to release the earnest money as provided in the form. Finally, it provides the commission is still payable if within 6 months after the rescission the sale is then completed provided the commission will be reduced by any commission paid to another member of the MLS.

RENTAL AGREEMENT (Buyer Occupancy Prior to Closing) – Form 65A (pages 128-129): Use in the event of a very short early possession situation. If the Buyer and the Seller have agreed the Buyer may take early possession (which generally should be discouraged as early and delayed possession are "INHERENTLY EVIL!"), the parties should execute this form to spell out the terms of the early occupancy such as rent, term and termination, insurance, utilities, improvements, application of the Landlord-Tenant Act, subletting or assignment, release of real estate firms, attorney's fees, smoke detectors, carbon monoxide alarms, lead-based paint and mold disclosure.

RENTAL AGREEMENT (Seller Occupancy After Closing) – Form 65B (pages 130-131): Use in the event of a very short delayed possession situation. If the Buyer and the Seller have agreed the Seller may remain in the property after closing (which generally should be discouraged as early and delayed possession are "INHERENTLY EVIL!"), the parties should execute this form to spell out the terms of the delayed occupancy such as rent, possession, term, insurance, utilities, improvements, subletting or assignment, release of real estate firms, attorney's fees, smoke detectors, carbon monoxide alarms, lead-based paint and mold disclosure.

*Note: If the early or delayed occupancy is to be for more than a few days, the parties should execute a full rental agreement such as the **LEASE/RENTAL AGREEMENT – Form 68 (pages 133-138)** which deals more in depth with rental issues such as lease vs. month-to-month, possession, rent, utilities, occupancy/subletting, security deposit, maintenance, inspection/sale, late rent charges/NSF check, non-refundable fee, pets, renters insurance, carbon monoxide alarms, smoke detector, agency disclosure, attorneys' fees, waiver of subrogation, local ordinances, compliance with laws, CC&R's and rules & regulations, lead-based paint, and mold. Note, if the lease is for more than one*

year, it requires notarization. The Lease/Rental Agreement also includes a page of Rules.

LEASE/RENTAL COMMISSION AGREEMENT – Form 67 (page 132): Use to confirm commissions to be paid when broker negotiates lease and/or lease option on a property to include an up front fee, as well as a fee should the Buyer/tenant purchase the property from the Seller within the negotiated time frame.

ADDENDUM TO LEASE/RENTAL AGREEMENT – Form 68C (page 139): Use to draft any additional provisions that need to be added to the lease/rental agreement.

MOVE-IN / MOVE-OUT ADDENDUM TO LEASE/RENTAL AGREEMENT – Form 68A (pages 140-148): To be used in conjunction with the rental agreement to describe the condition, cleanliness and existing damage to the premises and furnishings. No deposit may be collected unless the lessor and tenant fill out and sign this check list.

PET ADDENDUM – Form 68B (page 149): To be used in conjunction with the rental agreement to set out provisions of having pets on the property.

ASSIGNMENT OF LEASE OR RENTAL AGREEMENT – Form 69 (pages 150): Use when Buyer is purchasing a property subject to a lease or rental agreement. Seller will assign the lease and rental agreements to the Buyer, as well as transfer any tenant deposits.

OPTION TO BUY REAL ESTATE – Form 75 (pages 151-152): Use if the parties are negotiating an option. This addendum should be used as a jump off point for the Buyer and Seller to start coming to terms on the option. As options are legally complex, a real estate attorney should be consulted in drafting the final option paperwork. The contains provisions such as option or lease option, purchase price, legal description, option/time limit, notice of exercised option, closing, time if of the essence, purchase and sale agreement, commission, agency disclosure, and title insurance.

RECEIPT FOR EARNEST MONEY – Form 89 (page 153): Used by firm to receipt Buyer's earnest money (even if the earnest money will then be delivered to closing agent).

90 SERIES OF NOTICES: Use the appropriate notice, if applicable, after mutual acceptance.

90 – Blank Notice (page 154)

90B – Notice of Termination for Failure to Pay Earnest Money (page 155): Notice by Seller to Buyer because Buyer failed to timely deliver earnest money pursuant to the PSA.

90C – Failure to Close - Notice of Termination by Buyer (page 156): Generic failure to close by closing date through no fault of the Buyer with Buyer demanding refund of earnest money.

90D – Failure to Close - Notice of Termination by Seller – Seller to Keep Earnest Money (page 157): Notice by Seller that the sale failed to close by closing date through no fault of the Seller, Seller elects to terminate and is entitled to retain earnest money as Seller’s sole remedy.

90E – Failure to Close - Notice of Termination by Seller – Seller to Elect Remedies (page 158): Notice by Seller that the sale failed to close by closing date through no fault of the Seller, Seller elects to terminate and is entitled to remedies as provided in the Agreement.

MULTI-FAMILY PSA – Form 20 (pages 159-163)

MANUFACTURED HOME PSA – Form 23 (pages 164-168)

90N – Notice of Termination (Disapproval of Park Rules and Regulations - Form 23) (page 169): Notice by Buyer of disapproval of manufactured home park rules and regulations pursuant to Form 23 – Manufactured Home PSA.

90O – Notice of Termination (Unable to Assume Lease - Form 23) (page 170): Notice by Buyer they are unable to assume the lease of the lot for the manufactured home pursuant to Form 23 – Manufactured Home PSA.

VACANT LAND PSA – Form 35 (pages 171-175)

CONDOMINIUM PSA – Form 28 (pages 176-180)

CONDOMINIUM RESALE CERTIFICATE – Form 27 (pages 181-184): To be filled out by the Seller (or likely a representative of the HOA) and provided to the Buyer in a condo transaction.

90R – Notice of Termination (Resale Certificate Unacceptable - Form 28) (page 185): Notice by Buyer of disapproval of Resale Certificate pursuant to Condominium Purchase & Sale Agreement – Form 28 - and demands return of earnest money.

NWMLS SPEAK-UP (page 186): Licensees may submit suggested changes to the forms directly to NWMLS.

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PSA Transaction Forms Cheat Sheet

The following forms are suggested for use on the average residential purchase transaction (*Listing Broker should consider executing these at the time listing and upload into Associated Docs):

- _____ Law of Real Estate Agency Pamphlet
- _____ Form 21 – Residential Purchase & Sale Agreement
- _____ *Exhibit A – Legal Description
- _____ Form 89 – Earnest Money Receipt
- _____ Form 22A – Financing Addendum (unless cash or seller financed transaction in which case use Form 22C)
- _____ Form 22D – Optional Clauses Addendum
- _____ Form 22EF – Evidence of Funds Addendum
- _____ *Form 22K – Identification of Utilities Addendum (unless waived in paragraph 15 of PSA Form 21)
- _____ Form 22T – Title Contingency Addendum
- _____ Form 22VV – Homeowner Insurance Addendum
- _____ Form 35 – Inspection Addendum to PSA Form 21
- _____ Form 41D – Inspector Referral Disclosure (if applicable)
- _____ *SAR-SA - Spokane Addendum
- _____ SAR-BR - Spokane Buyer Representation Agreement
- _____ *Form 17 – Seller Disclosure Statement (have buyer sign seller’s disclosure upon receipt)
- _____ *Wire Fraud Alert
- _____ *Rules of Engagement

If applicable also add:

- _____ Form 22B – Buyer’s Home Contingency Addendum (if sale will be contingent upon buyer selling home)
- _____ Form 22C – Seller Financing Addendum
- _____ Form 22F – For Your Protection: “Get a Home Inspection” (if buyer is securing FHA financing)
- _____ Lead Paint Hazards Pamphlet (give to buyer if house was built prior to 1978)
- _____ *Form 22J – Disclosure of Information on Lead Based Paint and Hazards (get from listing agent with seller’s disclosures if house was built prior to 1978)
- _____ Form 22LA – Land & Acreage Addendum
- _____ 22MH – Manufactured Home Addendum

- _____ Form 22Q – Buyer’s Pending Sale of Property Contingency Addendum (if sale will be contingent upon the buyer closing the sale of their home)
- _____ Form 22R – Well Addendum
- _____ Form 22S – Septic Addendum
- _____ Form 22SS – Short Sale Addendum to Purchase & Sale Agreement
- _____ Form 26 & 26A – Presale Addenda
- _____ Form 31 – Earnest Money Promissory Note
- _____ Form 33 – Cooperative Apartment Addendum
- _____ Form 35E – Escalation Addendum
- _____ Form 35F – Feasibility Contingency Addendum (could use, but might want to use Spokane Land & Acreage Addendum if feasibility is on land transaction)
- _____ Form 35N – Neighborhood Review Contingency Addendum (to be used if Form 35 – Inspection Addendum to PSA is not being used – e.g., buyer is not having home inspection, but wants to check out the neighborhood)
- _____ Form 38A – “Back-Up” Addendum to PSA (if buyer’s agreement will be in back-up position)
- _____ Form 39 – Second Buyer’s Addendum (use in conjunction with acceptance of bump offer)
- _____ Form 65A – Rental Agreement (Buyer Occupancy Prior to Closing)
- _____ Form 65B – Rental Agreement (Seller Occupancy After Closing)

In dealing with counteroffers:

- _____ Form 36 – Counteroffer Addendum
- _____ Form 36A – Withdrawal of Offer or Counteroffer

Alternative property types (different PSA’s):

- _____ Form 20 – Multi-Family Purchase & Sale Agreement
- _____ Form 23 – Manufactured Home Purchase & Sale Agreement
- _____ Form 25 – Vacant Land Purchase & Sale Agreement
- _____ Form 28 – Condominium Purchase & Sale Agreement
- If condo sale, also use if applicable:
 - _____ Form 29 – Condominium New Construction/Conversion Addendum
 - _____ Form 27 – Condominium Resale Certificate

Lease &/or option transactions:

- _____ Form 68 – Lease/Rental Agreement
- _____ Form 68A – Move-In/Move-Out Inspection Agreement
- _____ Form 68B – Pet Agreement
- _____ Form 75 – Option Agreement

After Mutual Acceptance the following are addenda that you might use (some more often than others):

- _____ Form 22AC – Loan/Lender Change Addendum to PSA
- _____ Form 22AL – Request for Loan Information
- _____ Form 22AP – Loan Information Notice
- _____ Form 22AN – Notice of Low Appraisal
- _____ Form 22AR – Financing Contingency Notice
- _____ Form 22Y – Modification of Closing Date Addendum
- _____ Form 32 – Assignment of Buyer’s Interest in PSA
- _____ Form 34 – Purchase & Sale Addendum (lined or blank) – this is the blank addendum that you should use sparingly and only with your broker’s approval upon review
- _____ Form 35R – Inspection Notice for Form 35 – Inspection Addendum to PSA
- _____ Form 38B – Back-Up Addendum Notice
- _____ Form 44 – Bump Notice for use with 22B Contingency Sale
- _____ Form 46 – Bump Reply to respond to a Form 44 Bump Notice

After mutual acceptance, a party may need to give notice of something having to do with the deal (approvals, notices of termination, etc.). They might use one of the following forms:

- _____ 90 – Blank Notice
- _____ 90A – Notice of Rescission of Agreement Pursuant to RCW 64.06 (Forms 17, 17C, 17 Commercial)
- _____ 90B – Notice of Termination for Failure to Pay Earnest Money
- _____ 90C – Failure to Close - Notice of Termination by Buyer
- _____ 90D – Failure to Close - Notice of Termination by Seller – Seller to Keep Earnest Money
- _____ 90E – Failure to Close - Notice of Termination by Seller – Seller to Elect Remedies
- _____ 90H – Buyer’s Notice of Waiver of Financing Contingency
- _____ 90I – Buyer’s Notice of Termination (Financing Unavailable)
- _____ 90K – Contingency Property Notice

- _____ 90L – Buyer’s Request for Seller’s Consent – Contingent Sale
- _____ 90M – Notice of Termination Pursuant to Neighborhood Review
- _____ 90N – Notice of Termination (Disapproval of Park Rules and Regulations - Form 23)
- _____ 90O – Notice of Termination (Unable to Assume Lease - Form 23)
- _____ 90P – Feasibility Contingency Notice (Notice of Disapproval/Approval)
- _____ 90Q – Notice of Termination (Public Offering Statement Disapproved - Form 28)
- _____ 90R – Notice of Termination (Resale Certificate Unacceptable – Form 28)
- _____ 90S – Seller’s Notice that Title Commitment is Available
- _____ 90SS – Notice Pursuant to Short Sale Addendum (Form 22SS)
- _____ 90T – Title Contingency Notice
- _____ 90U – Buyer’s Pending Sale Contingency Notice
- _____ 90VV – Buyer’s Notice of Termination (Homeowner’s Insurance Unavailable)
- _____ 90W – Buyer’s Notice of Termination (Homeowner’s Association Review – Form 22D)

After a transaction has failed, the following are addenda that you might use:

- _____ Form 50 – Authorization to Disburse Earnest Money
- _____ Form 51 – Rescission of Purchase & Sale Agreement



SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement ("Agreement") dated _____,
20____ between _____ ("Buyer"), and
_____ ("Seller") concerning:
_____ (the "Property"):

1. **ADVICE TO SEEK EXPERT ADVICE ON MATTERS OUTSIDE BROKER'S EXPERTISE.** Each of the parties to the Agreement acknowledged that brokers are not in a position to offer expert advice on matters outside their expertise and that the parties have been advised to seek expert advice on such matters from qualified experts/professionals having proper licensing in the state of Washington when applicable. Each of the parties acknowledges being advised not to use the services of anyone not licensed in Washington to perform in any matter where a license is required by law. By way of example and not limitation, the parties acknowledge that:

a. If any party has questions or concerns regarding legal issues arising in connection with the Agreement, transaction, Property, or any property or other disclosure, they should consult with an attorney (parties may confirm the licensing and disciplinary history of attorneys at www.wsba.org).

b. If any party has questions or needs advice or assistance in any way related to the Agreement or transaction, they should consult with a CPA, tax attorney or other qualified tax professional (parties may confirm the licensing and disciplinary history of CPAs at www.cpaboard.wa.gov).

c. Brokers are not qualified to advise regarding the condition of any property and recommend that Buyer utilize the services of a licensed professional inspector to inspect the Property (parties may confirm the licensing of a professional home inspector at www.dol.wa.gov/business/homeinspectors).

d. If any inspector or other qualified professional recommends that matters related to the Property or transaction be further investigated, tested or reviewed, the parties are advised to carefully review the recommendations and follow up as suggested.

e. Repair, remodeling and construction of homes and buildings should only be performed in accordance with law (by licensed contractors when a license is required) (parties may confirm the licensing status of a contractor at <https://secure.lni.wa.gov/verify/>).

f. On-site sewage disposal systems, including septic tanks, should be inspected by trained inspectors licensed by the local city or county sewer district having jurisdiction over the subject property and licensing should be able to be confirmed with that agency;

g. Water well tests are customarily performed by inspectors licensed as water well contractors under RCW, Chapter 18.27 or by qualified engineers (contractor registrations may be confirmed as stated in subparagraph e., and engineering licensing can be confirmed at <https://fortress.wa.gov/dol/dolprod/bpdLicenseQuery>).

h. Soil conditions, ground and surface water issues and stability issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.

2. **INSPECTIONS AND TESTS.** There may be defects present in any property. None of the real estate Firms or brokers involved in this transaction is an expert regarding the identification of, detection of, presence of, concealed defects. While not an exhaustive list and by way of example and not limitation, Buyer acknowledges having been advised that some matters that can adversely affect a property are as follows:

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

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a. Smoke detectors are required by law to be installed in all dwelling units (RCW 43.44.110). Parties are advised to install and maintain smoke detectors meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

b. Carbon monoxide alarms are required by law to be installed in single-family residences before they can be sold (RCW 19.27.5300). Parties are advised to install and maintain carbon monoxide alarms meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

c. Mold can grow inside dwellings and present health hazards, and the presence of mold may or may not be detected in a professional home inspection and a complete mold assessment may require the services of a mold specialist. Mold Information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/iaq/molds/index.html

d. Wood destroying organisms (such as termites, carpenter ants and other insects), as well as fungi, that consume, remove or destroy wood products may not be detected in a professional home inspection, and a home inspector will not provide a complete wood destroying organism inspection unless the inspector is also licensed as a structural pest inspector with the Washington Department of Agriculture and your inspection contract also includes this service.

e. Radon is a colorless, odorless gas that can be present inside dwellings and other structures that can severely and adversely affect the health of occupants. A professional home inspection will likely not include testing for the presence of radon and a radon test would require the services of a radon specialist. Radon information can be obtained from the Environmental Protection Agency at www.epa.gov/radon.

f. Asbestos was at one time used in homes and other construction and may be present in existing structures. If inhaled, asbestos fibers can severely and adversely affect people's health. A professional home inspection may not include a complete examination and testing for the presence of asbestos and, if asbestos is present in a home, any removal will require use of a licensed contractor that also has an asbestos contractor's certificate. Asbestos information can be obtained from the Environmental Protection Agency at www.epa.gov/asbestos.

g. Other indoor organic compounds may also be present in a home and you can obtain additional information regarding these from various sources, including the Washington State Department of Health, www.dh.wa.gov/CommunityandEnvironment/Contaminants.

Seller acknowledges that Seller has the sole responsibility for disclosing to Buyer in writing any knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the above. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property. The above is intended as general advice and not as a substitute for professional advice.

3. LENDER RELEASE OF CONSUMER DISCLOSURE INFORMATION. Each Buyer acknowledges that the Listing Real Estate Brokerage Firm and its assigned broker(s), Selling Real Estate Brokerage Firm and its assigned broker(s), and the Closing Agent may be able to assist in identifying and correcting information contained in any Disclosure Statement or similar document provided to Buyer(s) in connection with any loan being obtained for the purchase of the Property. Accordingly, each Buyer consents to disclosure of any Disclosure Statement or similar document to all of the above and directs the lender(s) involved in this transaction to provide full disclosure of such Disclosure Statement or similar document to each of the above at the same time such information is disclosed to Buyer(s).

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

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BUYER REPRESENTATION AGREEMENT



This Buyer Representation Agreement ("Agreement") is entered _____ between _____ ("Firm") and _____ ("Buyer").

1. Definitions. For purposes of this Agreement: (a) Buyer's Broker means the broker(s) named in Section 2; (b) Firm's Broker means Firm's designated broker; (c) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any of Buyer's brokers named in the section below.

2. Agency Relation Created. Buyer agrees _____ ("Buyer's Broker"), who is/are affiliated with Firm will represent Buyer. The Supervisory Broker(s) for Buyer's Broker(s) is/are _____ (none if not filled in). Buyer also authorizes Firm to appoint other brokers to represent Buyer, with follow up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's Broker, Buyer's Broker(s), and any Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and such additional brokers will only be representing Buyer during the period of any such appointment.

3. Firm's Listing/Buyer's Broker's Own Listing/Dual Agency. If Buyer submits an offer on a property listed with Firm, Buyer authorizes Firm's Broker to act as a dual agent representing both Buyer and the seller. If Buyer submits an offer on a property listed with Buyer's Broker, Buyer authorizes Buyer's Broker to act as a dual agent. If any Supervisory Broker also manages the broker representing the seller, Buyer authorizes the Supervisory Broker to act as a dual agent. Buyer acknowledges receipt the pamphlet entitled "The Law of Real Estate Agency."

4. Term of Agreement. This Agreement will expire _____ (120 days from the date first stated above if not filled in) (the "Termination Date"). Except as provided in the next sentence, this Agreement shall remain in effect and the Termination Date of this Agreement shall automatically be extended during the pendency of any prospective or actual transaction to which Buyer is a party. This Agreement shall also terminate upon written notice by either party delivered to the other, but early termination by Buyer without legal justification will not terminate Firm's contract right to receive the compensation under this Agreement that would have been received absent such early termination.

5. Firm's Right to Receive Compensation. Firm (including Firm's Broker and Buyer's Broker) shall be entitled to receive the agreed Fee, as described below (Buyer to initial either A. or B., with A. to apply if neither box is initialed):

- A. _____ **On shown property.** Firm shall be entitled to receive the agreed Fee in any transaction involving any properties directly or indirectly introduced or shown to Buyer by Firm or any brokers affiliated with Firm while this Agreement remains in effect.
- B. _____ **On all property.** While this Agreement remains in effect, Firm and its brokers are the exclusive buyer's agents working with Buyer to procure real property, and Firm shall be entitled to receive the agreed Fee in any property transactions Buyer may enter in Washington.

6. Amount of Compensation. On properties listed with a multiple listing service, a selling commission will generally be paid by the seller. Buyer agrees that Firm is entitled to receive compensation paid from both the seller and Buyer. Any selling commission portion paid to Firm shall be credited to Buyer's Fee, thus fully paying or reducing Buyer's obligation. Buyer shall pay any portion of the Fee not paid by the seller. If Buyer obtains VA financing, Buyer agrees to condition Buyer's offer on the seller paying Firm's entire Fee.

Buyer agrees to pay a Fee to Firm under the applicable provision in Section 5.A. if Buyer 1) enters into a transaction while this Agreement remains in effect, 2) terminates this Agreement early for the purpose of avoiding a Fee, or 3) if within 180 days of the Termination Date of this Agreement (as it may have been extended), Buyer enters into a transaction in connection with any property that was shown or offered to Buyer or which was directly or indirectly brought to Buyer's attention prior to the Termination Date (as it may have been extended). Provided, any Fee payable to Firm under provision 3 in the preceding sentence will be reduced by the amount of any selling side commission paid to any other brokerage firm. Firm's Fee for assisting Buyer shall be equal to the greater of the amount paid by Seller or:

- a. Properties listed with a multiple listing service in which Firm or Firm's Broker is a participant
\$ _____ or _____ % of the purchase price (the published selling office commission if not filled in).
- b. Properties not listed with a multiple listing service, or on presale/custom structure when builder is introduced to Buyer by a broker affiliated with Firm \$ _____ or _____ % of the purchase price.
- c. Lease/lease option/rental _____
- d. Upon exercising option _____

Commission amounts stated above do not include any listing side compensation.

7. No Conflicting Agency Relationship. _____ (Buyer has confirmed the following confirmation by initialing this paragraph.) Buyer confirms that Buyer has not entered a written or oral agency relationship with another real estate firm or broker covering the services being provided under this Buyer Representation Agreement. Buyer agrees to disclose this agency relationship and right to compensation to all real estate firms and brokers with whom Buyer may deal.

8. Retainer. Buyer agrees to pay, and Firm has received a \$ _____ "Retainer" payable upon signing this Agreement. Retainer will be placed in Firm's pooled trust account and credited to any Fee owed to Firm under this Agreement, or retained by Firm upon default.

9. V.A. Transactions. Due to VA regulation, VA financed transactions shall be conditioned upon the full commission being paid by the seller.

10. Distressed Home Conveyance. Firm will not represent or assist Buyer 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 Homeowner" (defined in the statute), 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.

11. Acknowledgement Regarding Facts Affecting Properties. Buyer acknowledges Firm, Firm's Broker, Buyer's Broker and all - other brokers affiliated with Firm will rely on information from property sellers regarding matters related to properties that are not obvious, including the existence of any defects or adverse material facts or conditions that affect properties. Firm and its brokers will have no obligation to independently investigate or confirm such matters except to the extent they have expressly agreed to do otherwise in writing. Buyer releases Firm and all of its brokers from any liability or obligation in connection with such matters, except to the extent Firm and/or its brokers directly involved in the transaction had actual knowledge of the existence of the specific defect and/or adverse material condition that give rise to claims on behalf of Buyer and failed to disclose it/them to Buyer. Buyer agrees that Buyer will be responsible for carefully reading, understanding and investigating information in any Purchase and Sale Agreement, Seller Disclosure Statement, Property Condition Checklist, flyer, advertisement, or other information received in connection with any property.

12. Acknowledgement Regarding Advice, Inspections and Home Warranties. Buyer has been advised to seek legal and tax advice, and acknowledges none of Firm, Firm's Broker, Buyer's Broker or any other of Firm's brokers provide such advice. Buyer is strongly advised to obtain the services of one or more professional home inspectors in any transaction Buyer may enter. Buyer acknowledges that Home Protection Plans may be available which may provide additional protection and benefit to the Buyer.

"Firm's Broker" and/or "Buyer's Broker":

"Buyer":

_____ Date

_____ Date

_____ Date

_____ Date

Disclosure of Commission/Compensation in a Transaction Differing from Minimum Agreed Amount:

If the selling side commission/compensation in a transaction Buyer has entered is different than the applicable amount stated in paragraph 6, items a. through d., the selling side commission/compensation amount to be received by Firm is \$ _____ or _____ % of the purchase price.

If Firm's Broker is a dual agent (i.e. in an "in-house" transaction) or if Buyer's Broker is a dual agent in a transaction Buyer has entered, then the total amount to be received by Firm, including Buyer's Broker (total of both listing and selling side commission/compensation amounts), will be \$ _____ or _____ % of the purchase price.

Buyer's Broker:

Firm's Broker:

_____ Date

_____ Date

Receipt of Disclosure of Agreed Commission:

Buyer's Initials

_____ Date

Buyer's Initials

_____ Date





THE LAW OF REAL ESTATE AGENCY



This pamphlet describes your legal rights in dealing with a real estate firm or broker. Please read it carefully before signing any documents.

The following is only a brief summary of the attached law.

- SEC. 1. Definitions.** Defines the specific terms used in the law.
- SEC. 2. Relationships between Brokers and the Public.** Prescribes that a broker who works with a buyer or tenant represents that buyer or tenant — unless the broker is the listing agent, a seller's subagent, a dual agent, the seller personally or the parties agree otherwise. Also prescribes that in a transaction involving two different brokers licensed to the same real estate firm, the firm's designated broker and any managing broker responsible for the supervision of both brokers, are dual agents and each broker solely represents his or her client — unless the parties agree in writing that both brokers are dual agents.
- SEC. 3. Duties of a Broker Generally.** Prescribes the duties that are owed by all brokers, regardless of who the broker represents. Requires disclosure of the broker's agency relationship in a specific transaction.
- SEC. 4. Duties of a Seller's Agent.** Prescribes the additional duties of a broker representing the seller or landlord only.
- SEC. 5. Duties of a Buyer's Agent.** Prescribes the additional duties of a broker representing the buyer or tenant only.
- SEC. 6. Duties of a Dual Agent.** Prescribes the additional duties of a broker representing both parties in the same transaction, and requires the written consent of both parties to the broker acting as a dual agent.
- SEC. 7. Duration of Agency Relationship.** Describes when an agency relationship begins and ends. Provides that the duties of accounting and confidentiality continue after the termination of an agency relationship.
- SEC. 8. Compensation.** Allows real estate firms to share compensation with cooperating real estate firms. States that payment of compensation does not necessarily establish an agency relationship. Allows brokers to receive compensation from more than one party in a transaction with the parties' consent.
- SEC. 9. Vicarious Liability.** Eliminates the liability of a party for the conduct of the party's agent or subagent, unless the principal participated in or benefited from the conduct or the agent or subagent is insolvent. Also limits the liability of a broker for the conduct of a subagent.
- SEC. 10. Imputed Knowledge and Notice.** Eliminates the common law rule that notice to or knowledge of an agent constitutes notice to or knowledge of the principal.
- SEC. 11. Interpretation.** This law establishes statutory duties which replace common law fiduciary duties owed by an agent to a principal.
- SEC. 12. Short Sale.** Prescribes an additional duty of a firm representing the seller of owner-occupied real property in a short sale.

SECTION 1:

DEFINITIONS.

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter.

- (1) "Agency relationship" means the agency relationship created under this chapter or by written agreement between a real estate firm and a buyer and/or seller relating to the performance of real estate brokerage services.
- (2) "Agent" means a broker who has entered into an agency relationship with a buyer or seller.
- (3) "Broker" means broker, managing broker, and designated broker, collectively, as defined in chapter 18.85 RCW, unless the context requires the terms to be considered separately.
- (4) "Business opportunity" means and includes a business, business opportunity, and goodwill of an existing business, or any one or combination thereof when the transaction or business includes an interest in real property.
- (5) "Buyer" means an actual or prospective purchaser in a real estate transaction, or an actual or prospective tenant in a real estate rental or lease transaction, as applicable.
- (6) "Buyer's agent" means a broker who has entered into an agency relationship with only the buyer in a real estate transaction, and includes sub-agents engaged by a buyer's agent.
- (7) "Confidential information" means information from or concerning a principal of a broker that:
 - (a) Was acquired by the broker during the course of an agency relationship with the principal;
 - (b) The principal reasonably expects to be kept confidential;
 - (c) The principal has not disclosed or authorized to be disclosed to third parties;
 - (d) Would, if disclosed, operate to the detriment of the principal; and
- (e) The principal personally would not be obligated to disclose to the other party.
- (8) "Dual agent" means a broker who has entered into an agency relationship with both the buyer and seller in the same transaction.
- (9) "Material fact" means information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a real estate transaction, or operates to materially impair or defeat the purpose of the transaction. The fact or suspicion that the property, or any neighboring property, is or was the site of a murder, suicide or other death, rape or other sex crime, assault or other violent crime, robbery or burglary, illegal drug activity, gang-related activity, political or religious activity, or other act, occurrence, or use not adversely affecting the physical condition of or title to the property is not a material fact.
- (10) "Owner-occupied real property" means real property consisting solely of a single-family residence, a residential condominium unit, or a residential cooperative unit that is the principal residence of the borrower.
- (11) "Principal" means a buyer or a seller who has entered into an agency relationship with a broker.
- (12) "Real estate brokerage services" means the rendering of services for which a real estate license is required under chapter 18.85 RCW.
- (13) "Real estate firm" or "firm" have the same meaning as defined in chapter 18.85 RCW.
- (14) "Real estate transaction" or "transaction" means an actual or prospective transaction involving a purchase, sale, option, or exchange of any interest in real property or a business opportunity, or a lease or rental of real property. For purposes of this chapter, a prospective transaction does not exist until a written offer has been signed by at least one of the parties.
- (15) "Seller" means an actual or prospective seller in a real estate transaction, or an actual or prospective landlord in a real estate rental or lease transaction, as applicable.
- (16) "Seller's agent" means a broker who has entered

into an agency relationship with only the seller in a real estate transaction, and includes subagents engaged by a seller's agent.

(17) "Subagent" means a broker who is engaged to act on behalf of a principal by the principal's agent where the principal has authorized the broker in writing to appoint subagents.

SECTION 2: RELATIONSHIPS BETWEEN BROKERS AND THE PUBLIC.

(1) A broker who performs real estate brokerage services for a buyer is a buyer's agent unless the:

(a) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, in which case the broker is a seller's agent;

(b) Broker has entered into a subagency agreement with the seller's agent's firm, in which case the broker is a seller's agent;

(c) Broker's firm has appointed the broker to represent the seller pursuant to a written agency agreement between the firm and the seller, and the broker's firm has appointed the broker to represent the buyer pursuant to a written agency agreement between the firm and the buyer, in which case the broker is a dual agent;

(d) Broker is the seller or one of the sellers; or

(e) Parties agree otherwise in writing after the broker has complied with RCW 18.86.030(1)(f).

(2) In a transaction in which different brokers affiliated with the same firm represent different parties, the firm's designated broker and any managing broker responsible for the supervision of both brokers, is a dual agent, and must obtain the written consent of both parties as required under RCW 18.86.060. In such case, each of the brokers

shall solely represent the party with whom the broker has an agency relationship, unless all parties agree in writing that the broker is a dual agent.

(3) A broker may work with a party in separate transactions pursuant to different relationships, including, but not limited to, representing a party in one transaction and at the same time not representing that party in a different transaction involving that party, if the broker complies with this chapter in establishing the relationships for each transaction.

SECTION 3: DUTIES OF A BROKER GENERALLY.

(1) Regardless of whether a broker is an agent, the broker owes to all parties to whom the broker renders real estate brokerage services the following duties, which may not be waived:

(a) To exercise reasonable skill and care;

(b) To deal honestly and in good faith;

(c) To present all written offers, written notices and other written communications to and from either party in a timely manner, regardless of whether the property is subject to an existing contract for sale or the buyer is already a party to an existing contract to purchase;

(d) To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party; provided that this subsection shall not be construed to imply any duty to investigate matters that the broker has not agreed to investigate;

(e) To account in a timely manner for all money and property received from or on behalf of either party;

(f) To provide a pamphlet on the law of real estate agency in the form prescribed in

RCW 18.86.120 to all parties to whom the broker renders real estate brokerage services, before the party signs an agency agreement with the broker, signs an offer in a real estate transaction handled by the broker, consents to dual agency, or waives any rights, under RCW 18.86.020(1)(e), 18.86.040(1)(e), 18.86.050(1)(e), or 18.86.060(2)(e) or (f), whichever occurs earliest; and

(g) To disclose in writing to all parties to whom the broker renders real estate brokerage services, before the party signs an offer in a real estate transaction handled by the broker, whether the broker represents the buyer, the seller, both parties, or neither party. The disclosure shall be set forth in a separate paragraph entitled "Agency Disclosure" in the agreement between the buyer and seller or in a separate writing entitled "Agency Disclosure."

(2) Unless otherwise agreed, a broker owes no duty to conduct an independent inspection of the property or to conduct an independent investigation of either party's financial condition, and owes no duty to independently verify the accuracy or completeness of any statement made by either party or by any source reasonably believed by the broker to be reliable.

(c) To advise the seller to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the seller, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the seller's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a seller's agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale.

(2) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a seller's agent does not in and of itself breach the duty of loyalty to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers affiliated with the same firm in competing transactions involving the same buyer does not in and of itself breach the duty of loyalty to the sellers or create a conflict of interest.

SECTION 4:

DUTIES OF A SELLER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a seller's agent, the duties of a seller's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the seller by taking no action that is adverse or detrimental to the seller's interest in a transaction;

(b) To timely disclose to the seller any conflicts of interest;

SECTION 5:

DUTIES OF A BUYER'S AGENT.

(1) Unless additional duties are agreed to in writing signed by a buyer's agent, the duties of a buyer's agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) of this subsection:

(a) To be loyal to the buyer by taking no action that is adverse or detrimental to the buyer's interest in a transaction;

(b) To timely disclose to the buyer any conflicts of interest;

(c) To advise the buyer to seek expert advice on matters relating to the transaction that are beyond the agent's expertise;

(d) Not to disclose any confidential information from or about the buyer, except under subpoena or court order, even after termination of the agency relationship; and

(e) Unless otherwise agreed to in writing after the buyer's agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a buyer's agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the buyer's agent.

(2) (a) The showing of property in which a buyer is interested to other prospective buyers by a buyer's agent does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers affiliated with the same firm in competing transactions involving the same property does not in and of itself breach the duty of loyalty to the buyer or create a conflict of interest.

RCW 18.86.030(1)(f), which consent must include a statement of the terms of compensation.

(2) Unless additional duties are agreed to in writing signed by a dual agent, the duties of a dual agent are limited to those set forth in RCW 18.86.030 and the following, which may not be waived except as expressly set forth in (e) and (f) of this subsection:

(a) To take no action that is adverse or detrimental to either party's interest in a transaction;

(b) To timely disclose to both parties any conflicts of interest;

(c) To advise both parties to seek expert advice on matters relating to the transaction that are beyond the dual agent's expertise;

(d) Not to disclose any confidential information from or about either party, except under subpoena or court order, even after termination of the agency relationship;

(e) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a buyer for the property; except that a dual agent is not obligated to seek additional offers to purchase the property while the property is subject to an existing contract for sale; and

(f) Unless otherwise agreed to in writing after the dual agent has complied with RCW 18.86.030(1)(f), to make a good faith and continuous effort to find a property for the buyer; except that a dual agent is not obligated to:

(i) seek additional properties to purchase while the buyer is a party to an existing contract to purchase; or

(ii) show properties as to which there is no written agreement to pay compensation to the dual agent.

(3) (a) The showing of properties not owned by the seller to prospective buyers or the listing of competing properties for sale by a dual agent does not in and of itself constitute action that is

SECTION 6:

DUTIES OF A DUAL AGENT.

(1) Notwithstanding any other provision of this chapter, a broker may act as a dual agent only with the written consent of both parties to the transaction after the dual agent has complied with

adverse or detrimental to the seller or create a conflict of interest.

(b) The representation of more than one seller by different brokers licensed to the same firm in competing transactions involving the same buyer does not in and of itself constitute action that is adverse or detrimental to the sellers or create a conflict of interest.

(4) (a) The showing of property in which a buyer is interested to other prospective buyers or the presentation of additional offers to purchase property while the property is subject to a transaction by a dual agent does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

(b) The representation of more than one buyer by different brokers licensed to the same firm in competing transactions involving the same property does not in and of itself constitute action that is adverse or detrimental to the buyer or create a conflict of interest.

SECTION 7:

DURATION OF AGENCY RELATIONSHIP.

(1) The agency relationships set forth in this chapter commence at the time that the broker undertakes to provide real estate brokerage services to a principal and continue until the earliest of the following:

- (a) Completion of performance by the broker;
- (b) Expiration of the term agreed upon by the parties;
- (c) Termination of the relationship by mutual agreement of the parties; or
- (d) Termination of the relationship by notice from either party to the other. However, such

a termination does not affect the contractual rights of either party.

(2) Except as otherwise agreed to in writing, a broker owes no further duty after termination of the agency relationship, other than the duties of:

- (a) Accounting for all moneys and property received during the relationship; and
- (b) Not disclosing confidential information.

SECTION 8:

COMPENSATION.

(1) In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms.

(2) An agreement to pay or payment of compensation does not establish an agency relationship between the party who paid the compensation and the broker.

(3) A seller may agree that a seller's agent's firm may share with another firm the compensation paid by the seller.

(4) A buyer may agree that a buyer's agent's firm may share with another firm the compensation paid by the buyer.

(5) A firm may be compensated by more than one party for real estate brokerage services in a real estate transaction, if those parties consent in writing at or before the time of signing an offer in the transaction.

(6) A firm may receive compensation based on the purchase price without breaching any duty to the buyer or seller.

(7) Nothing contained in this chapter negates the requirement that an agreement authorizing or employing a broker to sell or purchase real estate for compensation or a commission be in writing and signed by the seller or buyer.

SECTION 9:

VICARIOUS LIABILITY.

(1) A principal is not liable for an act, error, or omission by an agent or subagent of the principal arising out of an agency relationship:

(a) Unless the principal participated in or authorized the act, error, or omission; or

(b) Except to the extent that:

(i) the principal benefited from the act, error, or omission; and

(ii) the court determines that it is highly probable that the claimant would be unable to enforce a judgment against the agent or subagent.

(2) A broker is not liable for an act, error, or omission of a subagent under this chapter, unless that broker participated in or authorized the act, error or omission. This subsection does not limit the liability of a firm for an act, error, or omission by a broker licensed to the firm.

SECTION 10:

IMPUTED KNOWLEDGE AND NOTICE.

(1) Unless otherwise agreed to in writing, a principal does not have knowledge or notice of any facts known by an agent or subagent of the principal that are not actually known by the principal.

(2) Unless otherwise agreed to in writing, a broker does not have knowledge or notice of any facts known by a subagent that are not actually known by the broker. This subsection does not limit the knowledge imputed to the designated broker or any managing broker responsible for the supervision of the broker of any facts known by the broker.

SECTION 11:

INTERPRETATION.

The duties under this chapter are statutory duties and not fiduciary duties. This chapter supersedes the fiduciary duties of an agent to a principal under the common law. The common law continues to apply to the parties in all other respects. This chapter does not affect the duties of a broker while engaging in the authorized or unauthorized practice of law as determined by the courts of this state. This chapter shall be construed broadly.

SECTION 12:

SHORT SALE.

When the seller of owner-occupied residential real property enters into a listing agreement with a real estate firm where the proceeds from the sale may be insufficient to cover the costs at closing, it is the responsibility of the real estate firm to disclose to the seller in writing that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the real property, for less than the amount the borrower owes, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including fees such as the real estate firm's commission.

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Northwest Multiple Listing Service

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RCW 18.86.120

WASHINGTON REALTORS®



CAUTION



Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take **two simple steps**:



Obtain the phone number of your real estate broker and your escrow agent at your first meeting;



Call the known phone number to speak directly with your broker or escrow officer to confirm wire instructions **PRIOR** to wiring.

CALL BEFORE YOU WIRE

Beware of the following scam:

1. An email account is hacked (this could be broker's, escrow's, or consumer's email).
2. Hacker monitors the account, waiting for the time when consumer must wire funds. Broker, escrow, and consumer have no knowledge they are being monitored.
3. Hacker, impersonating broker or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the broker or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker.
4. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

Broker's Name

Broker's Phone

Escrow Officer's Name

Escrow Officer's Phone

My real estate broker or escrow officer reviewed this pamphlet with me.

Sign

Date



Never wire funds without first calling the known phone number for broker or escrow and confirming the wire instructions. Do not rely upon e-mail communications.

APPOINTMENT OF SUBAGENT

Seller Seller ("Seller") 1
and _____ ("Firm") entered 2
into an Exclusive Listing Agreement dated _____ ("Agreement"), concerning listing no. _____, for 3

Address City State Zip (the "Property"). 4

1. **Listing Agreement.** In the Agreement, Seller authorized Firm to appoint _____ as 5
Seller's Listing Broker with respect to the Property. The Agreement creates an agency relationship with Listing 6
Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising 7
Broker"). The Agreement provides that no other brokers affiliated with Firm are agents of Seller, except to the 8
extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as and when needed. 9

2. **Listing Subagent.** Firm appoints _____ ("Listing Subagent") to act on 10
Seller's behalf as Seller's agent with respect to the Property. 11

3. **Duration of Subagency.** 12

a. The appointment of the Listing Subagent shall be for the duration of the Agreement, unless sooner revoked 13
by Firm. 14

b. The appointment of the Listing Subagent shall be from _____ until _____, unless 15
sooner revoked by Firm. 16

Upon revocation or expiration of subagency, Listing Subagent shall no longer be an agent of Seller. 17

4. **Notice to Seller.** Firm shall provide notice to Seller of this Appointment of Subagent. 18

5. **Other:** 19

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Designated Broker's/Branch Manager's Signature Date 31

Listing Broker's Signature Date 32

Listing Subagent's Signature Date 33

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52 53 54 55
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					58 59 60 61
2. WATER					62
A. Household Water					63
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67 68
* (3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
If no, please explain: _____					71
* (5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
B. Irrigation Water					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
* (a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
* (b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
If so, please identify the entity that supplies water to the property: _____					87 88
C. Outdoor Sprinkler System					89
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
3. SEWER/ON-SITE SEWAGE SYSTEM					93
A. The property is served by:					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe: _____					97

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: _____					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
(2) When was it last pumped? _____					106
					107
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	108
(4) When was it last inspected? _____			<input type="checkbox"/>	<input type="checkbox"/>	109
By whom: _____					110
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: _____					113
					114
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
If no, please explain: _____					117
					118
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	119
					120
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					121
					122
					123
4. STRUCTURAL					124
*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: _____					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations	<input type="checkbox"/> Decks	<input type="checkbox"/> Exterior Walls			134
<input type="checkbox"/> Chimneys	<input type="checkbox"/> Interior Walls	<input type="checkbox"/> Fire Alarms			135
<input type="checkbox"/> Doors	<input type="checkbox"/> Windows	<input type="checkbox"/> Patio			136
<input type="checkbox"/> Ceilings	<input type="checkbox"/> Slab Floors	<input type="checkbox"/> Driveways			137
<input type="checkbox"/> Pools	<input type="checkbox"/> Hot Tub	<input type="checkbox"/> Sauna			138
<input type="checkbox"/> Sidewalks	<input type="checkbox"/> Outbuildings	<input type="checkbox"/> Fireplaces			139
<input type="checkbox"/> Garage Floors	<input type="checkbox"/> Walkways	<input type="checkbox"/> Siding			140
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/> Elevators	<input type="checkbox"/> Incline Elevators			141
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/> Other _____			142
*G. Was a structural pest or "whole house" inspection done?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed? _____					144
					145
H. During your ownership, has the property had any wood destroying organism or pest infestation?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	149
5. SYSTEMS AND FIXTURES					150
*A. If any of the following systems or fixtures are included with the transfer, are there any defects?					151
If yes, please explain: _____					152
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Appliances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Sump pump	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					162
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*C. Are any of the following kinds of wood burning appliances present at the property?					168
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
F. Is the property equipped with smoke detection devices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	179
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					180
					181
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					182
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					184
					185
					186
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	187
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					188
<input type="checkbox"/> Other: _____					189
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	190
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	191
					192
					193
7. ENVIRONMENTAL					194
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	195
					196
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	197
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198
					199
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	200
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201
					202
					203
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	205 206 207
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208 209
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	212
8. LEAD BASED PAINT (Applicable if the house was built before 1978).					213
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					214
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					215 216
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					217
B. Records and reports available to the Seller (check one below):					218
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					219 220 221
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					222
9. MANUFACTURED AND MOBILE HOMES					223
If the property includes a manufactured or mobile home,					224
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	225
If yes, please describe the alterations: _____					226
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	227
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
10. FULL DISCLOSURE BY SELLERS					229
A. Other conditions or defects:					230
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	231 232
B. Verification					233
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					234 235 236 237
_____ Seller	_____ Date	_____ Seller	_____ Date		238 239

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER	255
1. SEX OFFENDER REGISTRATION	256
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	257 258 259
2. PROXIMITY TO FARMING/WORKING FOREST	260
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	262 263 264
3. OIL TANK INSURANCE	265
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	266 267 268

III. BUYER'S ACKNOWLEDGEMENT 269

1. BUYER HEREBY ACKNOWLEDGES THAT:	270
A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.	271 272
B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.	273 274
C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	275 276
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	277
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	278 279
F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet <i>Protect Your Family From Lead in Your Home</i> .	280

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer Date Buyer Date 290
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2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	292
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.	293 294

Buyer Date Buyer Date 295
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3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	297
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.	298 299 300

Buyer Date Buyer Date 301
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**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	50
*F. Are there any written agreements for joint maintenance of an easement or right of way?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	53
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55 56
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58
PLEASE NOTE: Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					59 60 61 62
2. WATER					63
A. Household Water					64
(1) Does the property have potable water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	65
(2) If yes, the source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					66
<input type="checkbox"/> Private well serving only the property <input type="checkbox"/> Other water system					67
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69 70
*(4) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	71
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72 73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76 77
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78 79
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
B. Irrigation Water					85
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86 87
(a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	88 89
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90 91

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	92 93
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	94
If so, please identify the entity that supplies irrigation water to the property:					95
_____					96
C. Outdoor Sprinkler System					97
(1) Is there an outdoor sprinkler system for the property? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	98
*(2) If yes, are there any defects in the system? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
*(3) If yes, is the sprinkler system connected to irrigation water? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
3. SEWER/SEPTIC SYSTEM					101
A. The property is served by:					102
<input type="checkbox"/> Public sewer system					103
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					104
<input type="checkbox"/> Other disposal system					105
Please describe: _____					106
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107 108
C. If the property is connected to an on-site sewage system:					109
*(1) Was a permit issued for its construction? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	110
*(2) Was it approved by the local health department or district following its construction? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
(3) Is the septic system a pressurized system? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
(4) Is the septic system a gravity system? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
*(5) Have there been any changes or repairs to the on-site sewage system? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115 116
If no, please explain: _____					117
*(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118 119
4. ELECTRICAL/GAS					120
A. Is the property served by natural gas? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	121
B. Is there a connection charge for gas? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122
C. Is the property served by electricity? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
D. Is there a connection charge for electricity? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
*E. Are there any electrical problems on the property? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
5. FLOODING					126
A. Is the property located in a government designated flood zone or floodplain?..... <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	128 129
6. SOIL STABILITY					
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
7. ENVIRONMENTAL					131
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132 133
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135 136
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138 139 140
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
*G. Is there any soil or groundwater contamination?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143 144
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
*J. Has the property been used as an illegal drug manufacturing site?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					148
A. Is there a homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					150 151 152
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					154
<input type="checkbox"/> Other: _____					155
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157 158 159
9. OTHER FACTS					160
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162 163

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY
 (Continued)

	YES	NO	DON'T KNOW	N/A	164 165
*C. Is the property classified or designated as forest land or open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
D. Do you have a forest management plan? If yes, attach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*E. Have any development-related permit applications been submitted to any government agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
If the answer to E is "yes," what is the status or outcome of those applications?					169
_____					170
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171 172

10. FULL DISCLOSURE BY SELLERS 173

A. Other conditions or defects:					174
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	175 176
B. Verification					177
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					178 179 180 181

_____ Seller	_____ Date	_____ Seller	_____ Date	182
				183

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).

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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

2. PROXIMITY TO FARMING/WORKING FOREST

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

3. OIL TANK INSURANCE

THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

Buyer Date

Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

Buyer Date

Buyer Date

3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

Buyer Date

Buyer Date

SELLER'S INITIALS Date

SELLER'S INITIALS Date

**RESIDENTIAL REAL ESTATE 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/range; refrigerator; washer; dryer; dishwasher; hot tub; fireplace insert;
 wood stove; satellite dish; security system; attached television(s); attached speaker(s); microwave;
 generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
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. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
16. **Addenda:** _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Address _____

Seller's Address _____

City, State, Zip _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____

Seller's E-mail Address _____

Selling Firm _____ MLS Office No. _____

Listing Firm _____ MLS Office No. _____

Selling Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

Selling Firm Document E-mail Address _____

Listing Firm Document E-mail Address _____

Selling Broker's E-mail Address _____

Listing Broker's E-mail Address _____

Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

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

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

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 within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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; 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. 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.

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

**RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

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 Selling 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 and garage door remotes 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 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 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.

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

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- i. **Sale Information.** Listing Broker and Selling 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 Selling Broker, on request, any and all information and copies of documents concerning this sale. 117-121
- 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") at Closing and provide the certification to the Closing Agent. 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. 122-126
- 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 Selling Broker, or at the licensed office of Selling 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 Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 127-134
- 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 Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling 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. 135-140
- 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. 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. 141-152
- 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. 153-156
- 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. 157-159
- 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: 160-161
- 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. 162-163
- 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. 164-167
- 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. 168-172

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

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RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- 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.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling 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 Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 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. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling 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.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. 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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, 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.

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

35

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

4. **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 4 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).
5. **EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing 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 funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.
6. **INSPECTION.** Seller shall permit 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 inspections unless otherwise agreed.
7. **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 7.
- b. **Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
- (i) 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;
 - (ii) 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.);
 - (iii) 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
 - (iv) 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.**
- (i) 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; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
 - (ii) 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.

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

(iii) 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.

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.

8. 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, Paragraph 7 above shall apply.

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.

9. 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 shall survive Buyer's waiver of this Financing Contingency.

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

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**NOTICE FOR INCREASED DOWN PAYMENT
FOR LOW APPRAISAL ADDENDUM**

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

BUYER'S NOTICE:

Buyer gives notice that the sum of (a) lender's appraised value and (b) Buyer's Additional Funds in the Increased Down Payment for Low Appraisal Addendum to Purchase and Sale Agreement (Form 22AD) is \$ _____, which is an amount less than the Purchase Price. 6
7
8

Buyer Date Buyer Date 9
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SELLER'S RESPONSE:

CONSENT TO REDUCTION IN PURCHASE PRICE. Seller consents to reduce the Purchase Price to \$ _____ (an amount equal to lender's appraised value plus Buyer's Additional Funds). *A consent to the reduction in Purchase Price is not a notice and must be signed by each Seller. 12
13
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NOTICE OF TERMINATION. Seller gives notice that Seller rejects Buyer's notice and elects to terminate the Agreement. Seller instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 15
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Seller Date Seller Date 17
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BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY

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

Buyer's Notice of Waiver of Financing Contingency. Buyer hereby gives notice that Buyer waives the financing 5
contingency set forth in the Financing Addendum. 6

Buyer Date Buyer Date 7

BUYER'S NOTICE OF TERMINATION (FINANCING UNAVAILABLE)

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

Buyer's Notice of Termination (Financing Unavailable). Buyer hereby gives notice that, after a good faith effort, 5
Buyer is unable to obtain financing, and Buyer hereby elects to terminate the Agreement and demands the return of 6
the Earnest Money. 7

Buyer Date Buyer Date 8

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

6. BUYER'S PROPERTY – FAILURE TO CLOSE. 45

(a) Notice to Seller. Buyer shall give notice to Seller within 2 days of learning that the sale of Buyer's Property has failed. If Buyer does not give such timely notice, then Buyer shall be in default. Such notice must be given regardless of whether Buyer chooses to proceed with this Agreement. 46
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(b) 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. 49
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(c) Agreement Terminates. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 52
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(d) 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. By waiving this contingency, Buyer also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency (whether after failure of Buyer's Property to close or otherwise), the sale of the Property shall close 30 days after Buyer's waiver. 55
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(e) 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. 60
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7. CLOSING DATE. The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the Agreement. 64
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8. OTHER. 66
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BUMP NOTICE

(Notice that Seller has accepted another offer)

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

Seller gives notice that Seller has accepted another offer to purchase the Property as permitted by the Buyer's Sale of Property Contingency Addendum (Form 22B). 5
6

Unless Buyer gives notice before expiration of the Bump Period that Buyer has satisfied or waived the contingency, 7
the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should use the Bump 8
Response (Form 46) to respond to this notice. 9

Seller Date Seller Date 10

BUMP RESPONSE

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

Bump Response. In response to notice that Seller has accepted another offer to purchase the Property (the "Bump Notice"), Buyer gives notice as follows: 5 6

Buyer's Property Sold – Contingency Satisfied. Buyer has accepted an offer to sell Buyer's Property that is not contingent on the sale or closing of another property and that will close no less than 30 days and no more than 60 days from the date Buyer accepted the offer (or as otherwise consented to by Seller). 7 8 9

For this notice to be effective, Buyer shall attach a copy of the complete purchase and sale agreement for the sale of Buyer's Property. If the sale of Buyer's Property fails to close, Buyer will give notice to Seller within two days, as required by the Buyer's Sale of Property Contingency Addendum (Form 22B). 10 11 12

Buyer's Property Not Sold – Contingency Waived. Buyer has not accepted an offer to sell Buyer's Property; however, Buyer waives the contingency in Buyer's Sale of Property Contingency Addendum (Form 22B). Buyer understands that by waiving this contingency, Buyer waives all other contingencies in the Agreement (including inspection, financing, etc.). 13 14 15 16

Buyer's Property Not Sold – Agreement Terminated. Buyer has not accepted an offer to sell Buyer's Property. The Agreement is terminated and the Earnest Money shall be refunded to Buyer. 17 18

Buyer Date Buyer Date 19

BUYER'S REQUEST FOR SELLER'S CONSENT – CONTINGENT SALE

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

Buyer's Request. Buyer requests that Seller consent to the following regarding the sale of the Contingency Property: 5

_____ 6
Buyer _____ Date _____ Buyer _____ Date

Check the applicable box: 7

Seller's Notice of Consent-Delayed Closing. Seller hereby gives notice of Seller's consent for Buyer to extend 8
the Closing Date for the sale of the Contingency Property to _____, pursuant to the purchase and sale 9
agreement dated _____. 10

_____ 11
Seller _____ Date _____ Seller _____ Date

Seller's Notice of Consent-Second Contingent Sale. Seller hereby gives notice of Seller's consent to the sale 12
of the Contingency Property pursuant to the purchase and sale agreement dated _____, which is 13
contingent upon the sale of that buyer's property. 14

_____ 15
Seller _____ Date _____ Seller _____ Date

Seller's Notice of Consent-Pending Sale. Seller hereby gives notice of Seller's consent to the sale of the 16
Contingency Property pursuant to the purchase and sale agreement dated _____, which is 17
contingent upon the closing of a pending sale of that buyer's property. 18

_____ 19
Seller _____ Date _____ Seller _____ Date

Seller's Notice of Consent-Extended Closing. Seller hereby gives notice of Seller's consent to the sale of the 20
Contingency Property pursuant to the purchase and sale agreement dated _____, which provides 21
for a closing date more than 60 days from the date of mutual acceptance. 22

_____ 23
Seller _____ Date _____ Seller _____ Date

Seller's Notice of Consent-Expedited Closing. Seller hereby gives notice of Seller's consent to the sale of the 24
Contingency Property pursuant to the purchase and sale agreement dated _____, which provides 25
for a closing date less than 30 days from the date of mutual acceptance. 26

_____ 27
Seller _____ Date _____ Seller _____ Date

**SELLER FINANCING 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

1. GENERAL TERMS 5

- A. **Limited Use.** Buyer represents that the Property will; will not (will, if not filled in) be used for a residential dwelling. If the Property will be used for a residential dwelling, this Addendum may only be used if: 6
7
i. Seller is a natural person (and not a loan originator), estate or trust; 8
ii. Seller has not financed the sale of another property within the past 12 months; 9
iii. Seller did not construct or act as a contractor for the construction of a residence on the Property in the ordinary course of Seller's business; 10
11
iv. The repayment schedule does not result in a negative amortization; 12
v. The financing has a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases; and 13
14
B. **Washington State DFI Waiver.** If the Property is used for a residential dwelling, Seller shall obtain a waiver from the Washington State Department of Financial Institutions ("DFI") under RCW 31.04.025(3). If Seller does not give notice to Buyer that Seller has obtained the DFI waiver within _____ days (5 days if not filled in) of mutual acceptance, Buyer may terminate the Agreement at any time prior to Seller giving such notice. If Buyer terminates under this Paragraph, the Earnest Money shall be refunded to Buyer. 15
16
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18
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C. **Limited Practice Board Forms.** The current version of any Limited Practice Board ("LPB") form referenced below shall be attached to this Agreement as a blank form. 20
21
D. **Attorney Review.** Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within _____ days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 22
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If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre-printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within _____ days (10 days if not filled in) of mutual acceptance, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 26
27
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- E. **Prior Indebtedness and Security.** Seller understands that Seller's security interest in the Property may be inferior to a third party's interest in the Property, such as a prior lender. 32
33

2. PAYMENTS TO SELLER AND METHOD OF PAYMENT 34

- A. **Down Payment.** Buyer shall pay a down payment, including Earnest Money, which shall be applied to the Purchase Price at Closing as follows: 35
36

Earnest Money: \$ _____ + Additional Money Down: \$ _____ = Total Down Payment \$ _____ 37

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

- 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). 38
39
- C. **Payments to Seller.** Buyer shall pay (check applicable box): 40
- i. No installment payments are required. 41
 - ii. Principal and interest installments of \$ _____. 42
 - iii. Interest only payments on the outstanding principal balance. 43
- 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: _____. 44
45
46
- D. **Promissory Note and Deed of Trust** 47
- 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. 48
49
 - ii. **Promissory Note.** Buyer agrees to sign at Closing LPB Form 28A (Promissory Note). 50
 - iii. **Deed of Trust.** Buyer agrees to sign at Closing the following selected form (check applicable box): 51
 - a. LPB Form 22 (Deed of Trust) securing the Property; or 52
 - 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." 53
54
55
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 - iv. **Due Date.** The balance of principal and accrued interest shall be due and payable in full on _____ day of _____. 58
59
 - 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. 60
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 - vi. **Prepayment.** Buyer may prepay all or part of the balance owed under this Agreement at any time without penalty. 66
67
 - 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: 68
69
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 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. 70
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**SELLER FINANCING ADDENDUM
TO PURCHASE AND SALE AGREEMENT**
Continued

- E. **Real Estate Contract** 79
 - 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. 80-81
 - 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: 82-84
 - a. Substitution and Security on Personal Property 85
 - b. Alterations 86
 - c. Due on Sale 87
 - d. Pre-Payment Penalties on Prior Encumbrances 88
 - e. Periodic Payments on Taxes and Insurance (The payments during the current year shall be \$ _____ per _____) 89-90
 - ii. **Cash Out.** The entire balance of principal and interest shall be due and payable in full not later than _____ 91-92

3. ASSUMED UNDERLYING OBLIGATIONS AND METHOD OF PAYMENT 93

- A. **Assumed Obligations.** Buyer shall assume the following obligations \$ _____ 94
- 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. 95-100

C. Seller Wrap of Existing Loan. 101

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. 102-108

D. Cash Down to Existing Loan. 109

- 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. 110-113

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

- ii. **Loan Amount and Payments.** The assumed loan has a principal balance of approximately 114
\$ _____ and is payable in monthly installments of approximately 115
\$ _____ including interest at _____ % per annum computed on the declining 116
principal balance, and including real estate taxes; hazard insurance. Seller shall pay any 117
delinquencies at Closing. 118
 - iii. **Seller Warranty – Loan is Assumable.** Seller warrants that the assumed loan is assumable provided 119
that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of 120
the assumed loan. 121
 - iv. **Buyer Review Period.** This Agreement is conditioned upon Buyer's review of the assumed loan. 122
Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within _____ 123
days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 124
 - v. **Seller Review Period.** Seller understands that when a loan is "assumed," Seller may remain liable to 125
pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon 126
Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's 127
disapproval of the terms of the assumed loan within _____ days (5 days if not filled in) of mutual 128
acceptance, this contingency shall be deemed satisfied (waived). 129
4. **OTHER TERMS** (Check all that apply). 130
- A. **Payments to Collection Account.** 131
 - i. **Collection Account.** Buyer's payments to or on behalf of Seller shall be made to a contract collection 132
account at _____ (the "Collection Account"), 133
 to be established and paid for by Buyer and Seller equally; or to be established and paid for as 134
follows: _____ (established and paid for equally if not filled in). 135
Closing Agent may; may not (may if not checked) collect Collection Account set-up fees and annual 136
escrow fees at Closing. 137
 - ii. **Escrow.** The Collection Account shall also serve as escrow for a request for reconveyance or 138
fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the 139
Collection Account pending payment of funds as provided for herein and shall be released to Buyer when 140
full payment of funds due and owing have been received by the Collection Account. 141
 - iii. **Taxes and Insurance.** In addition to payments for the principal and interest, additional amounts 142
determined by the Collection Account holder shall be paid by Buyer and applied to real property taxes; 143
 insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing 144
Agent may; may not (may if not checked) collect the initial deposit for taxes and insurance at Closing. 145
 - B. **Seller's Review of Buyer's Finances Contingency.** This Agreement is conditioned upon Seller's review 146
and approval, in Seller's sole discretion, of (i) Buyer's credit report and score; (ii) Buyer's income tax 147
returns for the prior _____ years (3 years if not filled in); (iii) verification of Buyer's employment 148
from Buyer's employer; and (iv) other _____. 149
Buyer will provide Seller with all applicable information including a credit report and score (if applicable) 150
within _____ days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to 151
Buyer of Seller's disapproval of the applicable conditions within _____ days (2 days if not filled in) 152
of the date the information is due, this contingency shall be deemed satisfied (waived). 153
 - C. **Title Insurance.** Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's 154
security interest and shall pay for an extended lender's title insurance policy if the cost of such extended 155
policy does not exceed the cost of a standard policy by more than ten percent (10%). 156

COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE
Continued

7. **RESERVE STUDY.** The association does; does not have a reserve study prepared in accordance with RCW 64.90. 39
8. **UNSATISFIED JUDGMENTS AND LEGAL ACTIONS.** There are unsatisfied judgments against the association, as follows: 40
 none; totaling \$ _____ 41
There are legal actions in which the association is a party or claimant: none; as follows (state parties, nature of the claims(s), 42
amounts claimed, and the status of the claim): 43
44
45
9. **INSURANCE.** 46
(a) The insurance broker or agent for the association's insurance policy is: 47
Name: _____ 48
Address: _____ 49
Phone: _____ E-mail: _____ 50
(b) Describe any insurance coverage carried by the association: 51
52
53
10. **EXISTING USES, ALTERATIONS, OR IMPROVEMENTS.** The board has; has not given or received notice in a record 54
that any existing uses, occupancies, alterations, or improvements in or to the seller's unit or to the limited common elements 55
allocated to that unit violate any provision of the governing documents. If there are, please describe: 56
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11. **DECLARANT.** 59
(a) There are _____ units in the association that are owned by the declarant. 60
(b) The declarant transferred control of the association to the unit owners on _____; has not 61
transferred control of the association. 62
12. **ENVIRONMENTAL, HEALTH, AND BUILDING CODE.** The board has; has not received notice in a record from a 63
governmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, to the limited 64
common elements allocated to that unit, or any other portion of the common interest community that has not been cured. If there 65
are, please describe: 66
67
68
13. **LEASEHOLD ESTATE.** There is; is not any leasehold estate affecting the common interest community. If there is, please 69
describe (including any extension or renewal provisions thereof): 70
71
72
73
14. **RESTRICTIONS ON AMOUNTS UPON SALE.** There are; are not any restrictions in the declaration affecting the amount 74
that may be received by a unit owner upon sale. If there are, please describe: 75
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**COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE**

Continued

15. PENDING SALE OR ENCUMBRANCE OF COMMON ELEMENTS. There <input type="checkbox"/> are; <input type="checkbox"/> are not any pending sale or encumbrance of common elements. If there are, please describe:	79 80 81 82
16. RESTRICTIONS ON USE, OCCUPANCY, AND LEASE. There <input type="checkbox"/> are; <input type="checkbox"/> are not any restrictions on the owner's right to use or occupy the unit or to lease the unit to another person. If there are, please describe:	83 84 85 86 87
18. WARRANTIES AND WARRANTY CLAIMS.	88
(a) The units <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	89
(b) The common elements <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	90
(c) Claims <input type="checkbox"/> have; <input type="checkbox"/> have not been made under the warranty. If claims have been made, for each, please describe:	91
(i) The type of claim that was made;	92
(ii) The resolution of the claim;	93
(iii) The type of repair performed;	94
(iv) The date of the repair;	95
(v) The cost of the repair; and	96
(vi) The name of the person or entity who performed the repair.	97
17. AGE RESTRICTIONS. There <input type="checkbox"/> are; <input type="checkbox"/> are not any age-related occupancy restrictions affecting the common interest community. If there are, please describe:	98 99 100 101
19. EXHIBITS. The following exhibits must be attached:	102
(a) Declaration, and any amendments thereto, and the organizational documents.	103
(b) Association rules and regulations, and any amendments thereto.	104
(c) Minutes of board meetings and association meetings for the last 12 months.	105
(d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year.	106 107
(e) The most recent balance sheet and revenue and expense statement, if any, of the association.	108
(f) Current operating budget of the association.	109
(g) In a cooperative, an accountant's statement, if any was prepared, as to the deductibility for federal income tax purposes by the unit owner of real estate taxes and interest paid by the association.	110 111
(h) Association current reserve study. Check the box that applies:	112
(i) <input type="checkbox"/> The association's current reserve study is attached.	113
(ii) <input type="checkbox"/> This association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element.	114 115 116 117

COMMON INTEREST COMMUNITY (RCW 64.90)
RESALE CERTIFICATE
Continued

20. **REMARKS.** (The preparer should use the following space to complete any answers and/or to provide any additional information which affect the answers to the above questions. If more space is needed, add additional sheets).

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Date: _____

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I certify under penalty of perjury that I am the _____ of the association. I am authorized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and correct.

152
153
154

Association By _____
Preparer

155

Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns.

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I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed.

159

Buyer Date

Buyer Date

160

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**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Continued

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 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 homeowners' association 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.

9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).

10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):
- dining room chandelier, rose bush under the living room window, master bedroom curtains, flat screen television in the family room and mounting hardware**

11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: ABC Home Warranty Co.
 - b. Seller shall pay up to \$ 500.00 (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: refrigerator, washer & dryer
_____ (none, if not filled in).
 - d. Other: _____

12. **Other.**
1. Buyer or Seller may terminate this agreement if the Buyer's spouse does not sign a quit claim deed within 5 days of mutual acceptance in which case the earnest money shall be refunded to the Buyer. 2. Seller shall install carbon monoxide detectors per state statute prior to appraisal. If Seller fails to do so, Seller shall pay for any re-inspection fees charged by the appraiser/lender to confirm this has been done prior to closing. 3. 1031 exchange verbiage if required by 1031 exchange facilitator. 4. Sellers to have the carpets professionally cleaned at Seller's expense and provide receipt to Buyer prior to closing. 5. Broker is related to a party or one of the parties is a licensed real estate broker in the State of Washington.

FIRPTA CERTIFICATION

The Foreign Investment in Real Property Tax Act ("FIRPTA"), 26 U.S.C. 1445, provides that a buyer of a U.S. real property interest must withhold tax if Seller is a foreign person, unless one of the exceptions in the Act applies. The following will inform Buyer and Closing Agent whether tax withholding is required.

Note: The above law applies to foreign corporations, partnerships, trusts, estates and other foreign entities, as well as to foreign individuals. If Seller is a corporation, partnership, trust, estate or other entity, the terms "I" and "my" as used below means the corporation or other entity. A "real property interest" includes full or part ownership of land and/or improvements thereon; leaseholds; options to acquire any of the foregoing; and an interest in foreign corporations, partnerships, trusts or other entities holding U.S. real estate.

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

_____ Address City State Zip
or (if no street address) legally described on the attached.

CITIZENSHIP STATUS. I AM AM NOT a non-resident alien (or a foreign corporation, foreign partnership, foreign trust, foreign estate or other foreign business entity) for purposes of U.S. income taxation.

TAXPAYER I.D. NUMBER.

My U.S. taxpayer identification number (e.g. social security number) is _____
(Tax I.D. number to be provided by Seller at Closing)

ADDRESS.

My home address is _____
Address City State Zip

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete. I understand that this Certification may be disclosed to the Internal Revenue Service ("IRS") and that any false statement I have made here could be punished by fine, imprisonment, or both.

Seller Date Seller Date

BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

If Seller is a non-resident alien, and has not obtained a release from the IRS, then Closing Agent must withhold 15% of the amount realized from the sale and pay it to the IRS, unless Buyer certifies that the selected statement below is correct:

Amount Realized (\$300,000 or less) and Family Residence = No Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, does not exceed \$300,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, there is no tax.

Amount Realized (more than \$300,000, but not exceeding \$1,000,000) and Family Residence = 10% Tax. (a) I certify that the total price that I am to pay for the property, including liabilities assumed and all other consideration to Seller, exceeds \$300,000, but does not exceed \$1,000,000; and (b) I certify that I or a member of my family* have definite plans to reside on the property for at least 50% of the time that the property is used by any person during each of the first two twelve month periods following the date of this sale. If Buyer certifies these statements, then Closing Agent must withhold 10% of the amount realized from the sale and pay it to the IRS.

* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, sisters, spouse, ancestors and lineal descendants).

Under penalties of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief both statements are true, correct and complete. I understand that this Certification may be disclosed to the IRS and that any false statement I have made here could be punished by fine, imprisonment, or both.

Buyer Date Buyer Date

22F

CAUTION—Your Action is Required Soon

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically.

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon -- call 1-800-SOS-Radon; Health and Safety -- see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency -- see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I / We (circle one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

(Signed) Homebuyer

Date

(Signed) Homebuyer

Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. This agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD If desired you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)

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

Addendum to Purchase & Sale or Lease Agreement

Continued

Buyer's/Lessee's Acknowledgment

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(c) Buyer/Lessee has received copies of all information listed above.

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(d) Buyer/Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

42

(e) Buyer has (check one below only if Purchase and Sale Agreement):

43

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

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

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This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at the Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet "Protect Your Family From Lead in Your Home" for more information).

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This contingency SHALL CONCLUSIVELY BE DEEMED SATISFIED (WAIVED) unless Buyer gives written notice of disapproval of the risk assessment or inspection to the Seller within _____ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report.

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

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

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Buyer waives the right to receive an amended Real Property Transfer Disclosure Statement (NWMLS Form No. 17 or equivalent) pursuant to RCW 64.06 based on any conditions identified in inspection and/or risk assessment report(s).

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

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Buyer/Lessee

Date

Buyer/Lessee

Date

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Brokers' Acknowledgment

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

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Selling Broker

Date

Listing Broker

Date

84

Buyer/Lessee Initials

Date

Buyer/Lessee Initials

Date

Seller/Lessor Initials

Date

Seller/Lessor Initials

Date

LAND AND ACREAGE ADDENDUM

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. **BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make 5
the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 6
- a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the 7
adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and 8
desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the 9
Property. 10
 - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have 11
the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is 12
accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13
Broker nor the Selling Broker shall be responsible for any discrepancies in boundary lines, information 14
regarding the size of the Property, identification of easements or encroachment problems. 15
 - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on 16
the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited 17
time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is 18
suitable for any needed on-site sewage disposal system and related equipment. 19
 - d. A generally accepted method for determining water quality from any well or other water delivery system is to 20
have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited 21
to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water 22
quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer 23
understands that the results of such tests only provide information regarding water quality or quantity at the 24
time of the test(s) and provide no representation or guarantee that results will not change or vary at other 25
times. 26
 - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, 27
agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will 28
need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required 29
to be paid if the use classification is changed or withdrawn at Closing or in the future. 30
 - f. A generally accepted method for determining the value of timber growing on the Property is to have a 31
qualified forester or forest products expert "cruise" the Property and give a written valuation. 32
 - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If 33
there is an on-site sewage system on the Property that has not been recently used, Buyer should consider 34
conducting a purge test and other inspections to determine whether there are any defects in the system. A 35
purge test consists of introducing water into the system to determine whether the system is functioning 36
properly. 37
 - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before 38
title to the Property is transferred. 39
 - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should 40
use due diligence to investigate such agreements. 41
 - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

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

LAND AND ACREAGE ADDENDUM
Continued

- 2. CONTINGENCIES:** 43
- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. 44
 The work to be performed shall be timely ordered by the party responsible for payment, except for the 45
 Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for 46
 ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 47
 - b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the 48
 Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49
 contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50
 the applicable contingency period, then the respective contingency shall be deemed waived. 51
 - c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are 52
 contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53
 fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

Paid by Buyer	Paid by Seller		Contingency period (10 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	57 58 59 60
<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	61 62 63 64 65 66 67 68
<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. 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 system unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	69 70 71 72 73 74 75 76 77 78 79
		The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly.		80 81
		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.		82 83 84
<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	85 86 87 88
		Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.		89 90

LAND AND ACREAGE ADDENDUM

Continued

- v. **Water Quantity.** Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of _____ g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional. _____ days 91-95
- vi. **Timber.** Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion. _____ days 96-98

3. ADDITIONAL PROVISIONS (check as applicable) 99

Feasibility Study. If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 100-109

This feasibility study contingency shall conclusively be deemed waived unless within _____ (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 110-112

Irrigation and Water Seller represents that there are _____ shares of _____ irrigation/frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should consult with an attorney to facilitate the transfer of any water rights. 113-115

Assignment and Assumption. At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder. 116-121

Attorney Review. This Agreement is conditioned on review and approval by the parties' attorneys on or before _____. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date. 122-124

Accessories. The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement: portable buildings; sheds and other outbuildings; game feeders; livestock feeders and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals and pens; gates and fences; chutes; other: _____ . 125-128

The value assigned to the personal property included in the sale shall be \$ _____. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 129-130

CRP Program. Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 131-134

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 135-139

LAND AND ACREAGE ADDENDUM

Continued

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: 140

_____ 142
_____ 143

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. 144
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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. 148
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6. TAX DESIGNATION. 157

a. Classification of Property. Seller represents that the Property is classified as open space farm and agricultural timberland under Chapter 84.34 RCW. 158
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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). 160
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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. 164
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Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

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 Contingency.** The Agreement is conditioned on Buyer's approval of an inspection of the well 21
and water supply system serving the Property. Buyer is advised to conduct all inspections necessary or 22
reasonable to ensure that the well and water supply is satisfactory to Buyer. Such inspection(s) may include 23
testing of flow rate; purity standards (organic and inorganic); verification that the source is adequate and that the 24
system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any 25
inspection shall be (a) ordered by Buyer; (b) performed by a qualified inspector of Buyer's choice; and (c) 26
completed at Buyer's expense. Buyer shall have the right to attend the inspection. This contingency shall be 27
waived unless Buyer gives written notice of disapproval of the inspection report within _____ days (10 days if 28
not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general inspection 29
contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall terminate 30
and the Earnest Money shall be refunded to Buyer. 31

5. **Local Requirements.** Buyer acknowledges that water supply requirements and water use limits vary by city, 32
county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and 33
water use limits for the Property. 34

6. **Other.** 35

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

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**SEPTIC 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

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON- 5
SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY 6
SPECIFIC SEPTIC ADDENDUM. 7

1. **Type of OSS.** The Property is served by: 8
 - Private Septic System 9
 - Shared Septic System 10
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property 11
(a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any 12
applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 13
3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving 14
the Property within _____ days (10 days if not filled in) of mutual acceptance. 15
4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may 16
require Seller to conduct an inspection of the OSS prior to the sale of the Property. 17
5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if the inspector determines 18
necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of 19
the inspection report within _____ days (10 days if not filled in) of mutual acceptance. If Seller had the 20
OSS inspected and, if necessary, pumped within _____ months (12 months if not filled in) of mutual 21
acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an 22
inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by 23
Buyer's lender. 24
 - Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer 25
shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and 26
time of the inspection. 27
6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's approval of the inspection report from 28
the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of 29
the inspection report within _____ days (5 days if not filled in) after receipt of the inspection report. If 30
Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded 31
to Buyer. 32
7. **Other.** 33

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

**BUYER'S NOTICE OF TERMINATION
(SEPTIC ADDENDUM)**

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

Buyer's Notice of Termination (Septic Addendum). Pursuant to the Septic Addendum, Buyer hereby gives notice of 5
disapproval of the septic inspection report and elects to terminate the Agreement. Buyer demands the return of the 6
Earnest Money. 7

Buyer Date Buyer Date 8

PRESALE ADDENDUM

The following is part of the Purchase and Sale Agreement dated _____ (the "Agreement") 1

between _____ ("Buyer") 2

Buyer Buyer

and _____ ("Seller"). 3

Seller Seller

The Agreement is for the sale of real property, and improvements being or to be constructed thereon, commonly 4

described as _____ (the "Property"). 5

Address City State Zip

The following terms are included in the Agreement: 6

The improvements being or to be constructed on the Property are pursuant to Plan/Model No. _____ 7

and consist of a single family residential house with _____ bedrooms, _____ baths and 8

attached detached _____ car garage. 9

1. **COVENANTS, CONDITIONS AND RESTRICTIONS.** This Agreement is conditioned upon Buyer's review and 10 approval of all applicable covenants, conditions and restrictions of record ("CC&Rs"), if any. Seller shall 11 deliver all CC&Rs to Buyer no later than _____ days (5 days if not filled in) after mutual acceptance of 12 the Agreement. Buyer shall give to Seller written notice of disapproval within _____ days (3 days if not 13 filled in) of receiving the CC&Rs. If Buyer does not give such written notice of disapproval within such time, 14 then this contingency shall be deemed satisfied. Notwithstanding any other provision to the contrary, no 15 payment to Seller shall become nonrefundable until this contingency is satisfied or waived. 16

2. **ARCHITECTURAL REVIEW COMMITTEE APPROVAL.** This Agreement is conditioned upon the written 17 approval of the planned construction by an architectural review committee or the like. The approval is to be 18 obtained by Seller and provided to Buyer within _____ days (15 days if not filled in) after mutual 19 acceptance. Notwithstanding any other provision to the contrary, no payment to Seller shall become 20 nonrefundable until this initial approval contingency is satisfied or waived. Thereafter, the construction of the 21 house and other improvements on the Property may remain subject to the continuing approval of the 22 architectural review committee, or the like, and Buyer acknowledges that such committee may require 23 changes in design or construction after the initial approval. If so, Buyer agrees to abide by any ruling of such 24 committee. Further, Buyer agrees that any delay in start or completion of construction caused by the 25 committee will not be attributable to Seller. 26

3. **PLANS AND SPECIFICATIONS.** 27

a. **Buyer's Right to Approve.** This Agreement is conditioned on Buyer's review and approval of the plans and 28 specifications for the improvements to be constructed on the Property. Seller shall deliver the plans and 29 specifications to Buyer no later than _____ days (5 days if not filled in) after mutual acceptance of the 30 Agreement. Buyer shall give written notice of disapproval within _____ days (3 days if not filled in) of 31 receipt of the plans and specifications. If Buyer does not give such notice of disapproval within such time, 32 then this contingency shall be deemed satisfied, and the plans and specifications shall be deemed a part of 33 this Agreement. Buyer's notice of disapproval shall specifically identify the aspects of the plans and 34 specifications of which Buyer disapproves. 35

b. **Seller's Right to Modify.** Within _____ days (3 days if not filled in) of Seller's receipt of Buyer's notice 36 of disapproval, Seller may give notice to Buyer of Seller's intent to modify the aspects of the plans and 37 specifications identified by Buyer. If Seller desires to increase the Purchase Price as a consequence of any 38 such modifications to the plans and specifications, then the procedures of paragraph 4 below shall apply. 39

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

PRESALE ADDENDUM

Continued

- c. **Buyer's Right to Terminate.** If Seller does not give notice of intent to modify the plans and specifications 40 within the time set forth in the above paragraph 3b, then Buyer may elect to give written notice of termination 41 of the Agreement within _____ days (3 days if not filled in) of the expiration of the time limit in the 42 preceding paragraph 3b. If Buyer gives such notice of termination within such time, then the Earnest Money 43 shall be refunded to Buyer. **If Buyer does not give such notice of termination within such time, then 44 Buyer will be deemed to have accepted the plans and specifications without Seller modifying the 45 aspects which Buyer disapproved, and the plans and specifications shall be deemed a part of this 46 Agreement.** 47

 - d. **Nonrefundable Payments Contingent on Satisfaction or Waiver of this Contingency.** Notwithstanding 48 any other provision to the contrary, no payment to Seller shall become nonrefundable until the contingency 49 contained in this paragraph 3 is satisfied or waived. 50
- 4. DECORATION SELECTIONS, UPGRADES OR CHANGES.** 51
- a. Unless otherwise provided herein, any changes, upgrades and/or additions to plans and specifications, 52 decorator selections, site plan, landscaping or any other aspect of the Property made after mutual acceptance 53 of this Agreement, including but not limited to any modifications resulting from Buyer's initial review of the 54 plans and specifications as provided in paragraph 3(b) (collectively called "Changes"), shall be subject to the 55 mutual agreement of Buyer and Seller. All Changes shall be agreed to in writing and shall be based on an 56 agreed price. The pricing of any Changes may include costs to Seller such as the costs of extra design, 57 estimating, supervision, rescheduling, restocking charges, and delays in construction, as well as the usual 58 cost of material, labor, and Seller's normal mark-up. 59
 - b. With respect to decorator selections, Buyer shall be entitled to make selections of colors, floor coverings, 60 fixtures and appliances that Seller has not already ordered, provided that Buyer makes such selections within 61 _____ days (3 days if not filled in) following the request of Seller. All selections must be made from 62 Seller's standard stock of materials and within the allowances specified in the Agreement and/or the plans 63 and specifications, and are subject to reasonable availability. 64
 - c. Buyer understands and agrees that all materials, supplies, fixtures and appliances are subject to their 65 reasonable availability. Seller reserves the right to substitute items of comparable quality, provided that such 66 Changes do not involve additional costs or delay. Buyer agrees to select a substitute from in-stock items if 67 special order items or color selections delay construction scheduling. 68
 - d. Any Change requested by Buyer, including but not limited to any Changes in decorator selections, which 69 exceeds the allowances specified, or otherwise increases construction costs, must be paid by Buyer directly 70 to Seller in cash, in advance, and will be non-refundable. If Buyer wishes to have the nonrefundable payment 71 reflected in the final Purchase Price for financing and/or title insurance purposes, then such payment for 72 Change will be increased by five percent (5%) to reflect the increased costs to Seller (excise tax, title 73 insurance, etc.) and shall be added to the base Purchase Price at Closing with a credit for the amount paid. 74 This provision supersedes any terms to the contrary in any financing addendum or otherwise and it will not be 75 a requirement of the Agreement that the appraised value of the Property exceed the base Purchase Price. In 76 the event the appraisal does not equal or exceed the final Purchase Price, Buyer agrees that the amount paid 77 for Changes will not become a part of the financed portion of the final Purchase Price. Under no 78 circumstances is Seller obligated to commence any Changes, or order any materials in connection with a 79 requested Change, prior to payment for the Change. Sales commissions will be calculated on the final sales 80 price. 81
 - e. Buyer understands and agrees that in the event this transaction fails to close for any reason other than 82 Seller's default, then Buyer's payment for any Changes are non-refundable and will be retained by Seller. 83

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

PRESALE ADDENDUM

Continued

5. LOCATION OF HOME AND SITE CHARACTERISTICS. 84

a. If there is no site plan: 85

Seller shall have sole responsibility to locate the house on the lot, observing curb appeal, drive location, drainage considerations, existing trees, and topography. 86
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b. If there is a site plan: 88

The house to be built shall be placed on the Property approximately as shown on the site plan attached as Exhibit _____. Seller reserves the right to make reasonable adjustments in the siting, including addition of or raising walls which are not indicated on the building plans, changes in grade and location of the house and the layout of walks and patios (including changing from a patio to a deck or a deck to a patio if grade permits and it is more cost effective to do so) to accommodate site conditions. 89
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6. CLEARING THE PROPERTY. Clearing of ground cover and debris shall be limited to that reasonably necessary to permit adequate access to the building area. That portion of the site outside the cleared area shall be left in its current state. The area within the clearing limit shall be graded for proper drainage to an approximate finished grade using materials available on the site. 94
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In clearing the Property, it is Seller's normal policy to save as many trees as is reasonably possible. In some cases, however, trees will be removed due to their proximity to the house, their grade relationships to the house, or their undue interference with the construction of the house. Seller shall be the sole judge in such matters. 98
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7. LANDSCAPING. Seller agrees to landscape the Property in a manner consistent with the appearance of the neighborhood and the new home. Buyer acknowledges that Seller will also landscape in order to meet engineering requirements such as grading and water drainage. Buyer acknowledges that matters of landscaping have been delegated to Seller's sole discretion. 101
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8. WARRANTY. 105

a. Seller warrants that all workmanship and materials furnished by it in the construction of the home shall be free from defects for a period of one (1) year from the date of substantial completion of the home. Seller agrees to correct any defects in the finished construction identified by Buyer in writing during the one year warranty. Buyer shall notify Seller promptly after the discovery of such conditions. 106
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b. Seller's warranty hereunder does not extend to any work, materials, or items warranted by third parties, including without limitation, manufacturer's warranties. Seller's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Seller, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. Seller does not warrant against gouges, scratches, dents, etc., that are not recorded on the walk-through inspection report described in paragraph 9 below. Seller will not be responsible for fallen trees or consequential damage for fallen trees after Closing. 110
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The foregoing warranties are in lieu of all other warranties, express or implied, including, but not limited to, warranties of merchantability and fitness for a particular purpose. Seller shall not be liable under any circumstances for any incidental, consequential or other damages arising from or on account of such defects in the work, and the remedies herein are expressly agreed to be exclusive. Interior decorations, furnishings, and any model units are displayed for illustration only, and are excluded from this Agreement unless otherwise set forth in the plans and specifications. 116
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

PRESALE ADDENDUM

Continued

- 9. PRE-CLOSING INSPECTION ("WALK-THROUGH").** Within _____ days (5 days if not filled in) before Closing, or if not possible during that period, then as soon after Closing as is reasonably possible, Buyer and/or Buyer's representative (which may include a professional inspector of Buyer's choice retained at Buyer's sole expense) shall inspect the home together with Seller or Seller's representative and prepare a list of any deficiencies in construction that do not fall within the quality required under this Agreement. Buyer and Seller shall receive a copy of the walk-through report, listing items that require corrective actions. Items identified by Seller in the walk-through for correction by Seller will be corrected to the level required by applicable building codes and industry standard. Seller will normally correct all such deficiencies within 30 days of the walk-through inspection, unless another time is agreed upon. The completion of such items shall not be reason to delay the Closing as provided herein. 122
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- 10. CLOSING DATE/COMPLETION OF IMPROVEMENTS.** 132
- a. Closing of this sale shall occur by the later of _____, or _____ after the issuance of a building permit for the improvements on the Property; provided, however, if Seller has not completed the improvements and obtained a Certificate of Occupancy for them prior to the Closing Date for any reason, Seller may extend the Closing Date for up to 30 days without further liability. Notwithstanding the foregoing, any specific completion dates and Closing Dates given by Seller are subject to extension for a reasonable time at Seller's option due to the unavailability of material, labor disputes, weather conditions, soils conditions, and other conditions beyond Seller's control. 133
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- b. Closing shall not be deemed to have occurred until Buyer's funds are available for immediate disbursement to Seller; at that time, keys will be turned over to Buyer. Seller reserves the right to show the Property to third parties before the Closing Date. 140
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- 11. OWNERSHIP OF PLANS AND SPECIFICATIONS.** The complete plans and specifications for the improvements on the Property are the property of Seller. All measurements set forth on the plans are outside dimensions, and all square footages are approximate. Buyer may at any time prior to Closing request and shall be granted the right to copies of said plans and specifications to be provided at Seller's cost. Buyer acknowledges that said plans and specifications are the stock and trade of the Seller and agrees that Buyer will not transmit or make available information concerning the plans and specifications to builders or other third parties. 143
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- 12. QUESTIONS DURING CONSTRUCTION AND NOTICE OF DELAYS.** Seller expects Buyer to have questions regarding the construction of the home and improvements. Buyer acknowledges that Seller's subcontractors, employees and real estate brokers have no authority to respond to Buyer's questions and no authority to make any changes in the work. Accordingly, Buyer agrees not to interrupt the work of subcontractors and employees with questions and instead to direct any questions regarding the construction process to _____ at the following telephone number _____. Further, Seller agrees to keep Buyer advised of the progress of construction and to promptly advise Buyer of any delays that Seller reasonably expects will delay Closing. 149
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- 13. ACCESS TO PROPERTY PRIOR TO CLOSING.** Buyer acknowledges that, to avoid interference with the work, and pursuant to any applicable terms and conditions of Seller's liability insurance policy, Buyer may enter the Property during working hours only with permission of Seller. When viewing the Property after working hours, Buyer agrees to do so only with Seller's Listing Broker present. Buyer and Buyer's agents are expressly denied permission to work on the home (or other improvements) during construction for any reason. If Buyer or Buyer's agents perform such work, then Buyer accepts responsibility for any additional costs related to delays and/or corrections required to proceed with construction, and agrees that all or some portions of the home or other improvements may be excluded from Seller's Warranty. 157
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- 14. CONFLICTS BETWEEN THIS ADDENDUM AND OTHER ASPECTS OF THE PURCHASE AND SALE AGREEMENT.** In the event of a conflict between this Addendum and any other contract documents, this Addendum shall control unless the other document specifically references this Addendum and the fact that it supersedes the provisions of this Addendum. 165
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_____ Buyer's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

CUSTOMER SERVICE. 45

Buyer acknowledges receipt of a copy of Seller's written policy with regard to service. Buyer agrees to comply with such provisions, particularly with regard to giving notice of defects to Seller. 46 47

OAK FLOORS, DRIVEWAYS AND SIDEWALKS. 48

Notwithstanding the warranty provisions in the Presale Addendum, Seller will be responsible for oak floors, driveways and sidewalks only until Closing. Seller cannot warrant these items after Closing. 49 50

CONDITION OF DRYWALL AND SIDING. 51

Small cracks in drywall are an inevitable result of new construction. Seller will repair any problem once during the one-year warranty period. After the one-time repair, Seller will have no further responsibility for the condition of drywall. Buyer acknowledges that wood siding may expand and shrink during different times of the year which may result in the occasional exposure of small portions of siding unpainted below the butt of beveled siding. This circumstance is an inevitable one for which Seller cannot be responsible. 52 53 54 55 56

REMEDIES – ARBITRATION. 57

The parties intend that any construction related disputes or controversies arising out of this Agreement be speedily resolved. Accordingly, the parties agree that any construction-related dispute, claim, or controversy relating to this Agreement and arising during the course of construction shall be resolved by arbitration. 58 59 60 61

The arbitrator shall use the Construction Industry Arbitration Rules of the American Arbitration Association for the conduct of the arbitration, or such other rules as the arbitrator in his or her sole discretion deems more appropriate. The arbitrator is granted by the parties the authority to award such legal or equitable relief as the arbitrator deems appropriate, including reasonable attorneys' fees. The award of the arbitrator may be enforced in any court of suitable jurisdiction. 62 63 64 65 66

WAIVER OF FINANCING. 67

If this Agreement is subject to Buyer's obtaining financing, and if Buyer at any time prior to Closing waives or satisfies that financing contingency, **whether or not such waiver or satisfaction is made upon demand by Seller**, then all Earnest Money shall immediately become non-refundable and shall be immediately paid to Seller at the time of such waiver or satisfaction. Such payment shall be in consideration of Seller proceeding with construction of the home for Buyer, and is partial evidence of Buyer's ability to pay for the home at Closing. The amount of the Earnest Money shall be applied to the Purchase Price at Closing. 68 69 70 71 72 73

PRICE INCREASE DUE TO DELAY. 74

The agreed Purchase Price is based on Seller being able to start construction within _____ days (30 days if not filled in) after mutual acceptance of this Agreement. If Seller is unable to commence construction within this period due to any circumstances beyond Seller's control (such as Buyer's failure to satisfy or waive contingencies), then so long as Seller has not terminated the Agreement due to Buyer's breach, the Purchase Price shall be increased by the greater of Seller's actual increased costs (including Seller's overhead and additional sales tax) due to delay, or _____ percent (_____ %) for each month or portion of a month for which the commencement date is delayed. 75 76 77 78 79 80 81

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

101

PRESALE ADDENDUM – OPTIONAL CLAUSES

Continued

<input type="checkbox"/> CONFLICT.	82
If there is a discrepancy between the terms of the Agreement and the plans and specifications, the Agreement shall prevail over the plans and specifications, and the plans shall prevail over the specifications. Actual measurements in construction may vary from those shown on the plans and the layout of mechanical installations may vary according to the installer's judgment and/or code requirements. If the standard printed terms on the Purchase and Sale Agreement conflict with this Addendum, the Presale Addendum (NWMLS Form 26) or any subsequent Addendum to this Agreement, then the terms of this Addendum shall prevail over the printed terms of the Purchase and Sale Agreement form.	
<input type="checkbox"/> SELLER'S PURCHASE OF LOT.	90
This Agreement is subject to Seller's purchase of the real property upon which the home and other improvements are to be located. Buyer is advised that Seller is purchasing the subject Property in accordance with an ongoing purchase and sale agreement from a third party. This Agreement is subject to Seller completing the purchase in accordance with that third-party agreement within _____ days after mutual acceptance of this Agreement.	
<input type="checkbox"/> RECORDATION OF PLAT.	95
This Agreement is conditioned on recording of the plat, without changing the boundaries of or access to the lot as shown in the preliminary plat. The Earnest Money shall be deposited to Selling Firm's trust account, and no money may be disbursed therefrom until the plat is recorded.	
This transaction is subject to final plat recording on or before _____.	
<input type="checkbox"/> TITLE COMPANY AND ESCROW FEES.	100
Notwithstanding anything to the contrary elsewhere in this Agreement, Seller and Buyer shall pay the costs of escrow fees as follows:	

No other provisions in the Agreement pertaining to closing costs and/or prorations shall be modified by this paragraph.	
<input type="checkbox"/> NON-REFUNDABLE CONSTRUCTION RETAINER.	107
No later than the date on which all Buyer's contingencies under this Agreement have been satisfied or waived, and in no event later than _____ Buyer shall pay to Seller a non-refundable retainer in the amount of _____ Dollars (\$ _____) (the "Construction Retainer"). The Construction Retainer is paid in consideration of Seller proceeding with construction of the home for Buyer, and is partial evidence of Buyer's ability to pay for the home at Closing. If Buyer fails to make the Construction Retainer within the required time, Seller may in its sole discretion terminate this Agreement.	
The Earnest Money deposit stated in the Agreement will be applied to the Construction Retainer due, and upon the earlier of (1) satisfaction of contingencies as stated in the preceding paragraph, or (2) the date set forth in the preceding paragraph, shall be released to Seller. The Construction Retainer shall be applied to the Purchase Price at Closing.	

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

EARNEST MONEY PROMISSORY NOTE

\$ _____, Washington 1

FOR VALUE RECEIVED, _____ 2
Buyer

_____ ("Buyer") 3
Buyer

agree(s) to pay to the order of _____ (Selling Firm or Closing Agent) 4

the sum of _____ Dollars 5

(\$ _____), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

* _____ 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9

Sale Agreement between the Buyer and _____ 10
Seller

_____ ("Seller") 11
Seller

dated _____ Buyer's failure to pay the Earnest Money 12

strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14

any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15

court and collection costs. 16

Date: _____ 17

BUYER _____ 18

BUYER _____ 19

* "On closing" or similar language is not recommended. Use a definite date.

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 48
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(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 (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 50
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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 1.c.ii. 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. 56
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d. 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 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. 61
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e. 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. 70
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f. 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). 73
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2. NEIGHBORHOOD REVIEW CONTINGENCY: 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. 78
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3. PREINSPECTION CONDUCTED. Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 87
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4. WAIVER OF INSPECTION. Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 93
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

INSPECTOR REFERRAL DISCLOSURE

INSPECTOR REFERRAL DISCLOSURE. Washington State law requires that a real estate broker, who refers a home inspector to a buyer or seller with whom the broker has a current or past relationship including, but not limited to, a business or familial relationship, fully disclose in writing to the buyer or seller the nature of the relationship.

The undersigned real estate broker ("Broker") makes the following disclosure regarding the below Inspector(s) referred by Broker to Buyer/Seller:

A. _____
Name of Inspector

Nature of Relationship with Broker

B. _____
Name of Inspector

Nature of Relationship with Broker

C. _____
Name of Inspector

Nature of Relationship with Broker

Firm (Company)

By: (Broker) _____ Date

Buyer/Seller hereby acknowledges receipt of a copy of this Inspector Referral Disclosure.

Buyer/Seller _____ Date



**FEASIBILITY CONTINGENCY NOTICE
(NOTICE OF DISAPPROVAL/APPROVAL)**

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

Notice of Termination (Feasibility Contingency Disapproval). Buyer disapproves the results of a feasibility 5
study of the Property, elects to terminate the Agreement, and demands the return of the Earnest Money. 6

Buyer Date Buyer Date 7

Notice of Satisfaction (Feasibility Contingency Approval). Buyer approves the results of a feasibility study of 8
the Property and elects to proceed with the transaction on the terms in the Agreement. 9

Buyer Date Buyer Date 10

NOTICE OF TERMINATION PURSUANT TO NEIGHBORHOOD REVIEW

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

Notice of Termination Pursuant to Neighborhood Review. Buyer has conducted a neighborhood review. Buyer 5
hereby gives notice that Buyer disapproves the neighborhood review. Buyer hereby terminates the Agreement and 6
demands the return of the Earnest Money. 7

Buyer Date Buyer Date 8

WITHDRAWAL OF OFFER OR COUNTEROFFER

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

TO: Seller and Listing Broker 5
 Buyer and Selling Broker 6

The attached Offer; Counteroffer is withdrawn. 7

Seller; Buyer _____ Date 8

Seller; Buyer _____ Date 9

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 5
prior purchase and sale agreement (the "Prior Sale") between Seller and _____ 6
("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First 7
Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another 8
offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the 9
"Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer 10
has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior 11
Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms 12
of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 13
2. **Second Buyer's Waiver of Contingencies.** The Bump Notice will not be given to First Buyer until Seller has 14
received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 15
 - a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16
 - b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including 17
but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum 18
(Form 35) and Septic Addendum (Form 22S). 19
 - c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner 20
consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 21
 - d. Second Buyer's approval of a Condominium Resale Certificate (Form 27). 22
 - e. Second Buyer's Financing Addendum (Form 22A). 23
 - f. Second Buyer's approval of _____ . 24
3. **Bump Notice.** Within _____ days (1 day if not filled in) of Second Buyer's notice that all contingencies 25
selected in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice shall be given to First 26
Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second 27
Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, 28
then Second Buyer shall be in default. 29
4. **First Buyer's Contingency Satisfied or Waived.** If First Buyer responds to the Bump Notice and satisfies or 30
waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the 31
same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to 32
Second Buyer. Seller's notice may be given on the Contingency Property Notice (Form 90K) or similar form. 33
5. **First Buyer's Contingency Not Satisfied or Waived.** If First Buyer responds to the Bump Notice by terminating 34
the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice – 35
First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice 36
may be given on the Contingency Property Notice (Form 90K) or similar form. 37
6. **Computation of Time.** For the purposes of computing time (except for the timelines in this Addendum and the 38
deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale. 39
7. **This Addendum Controls.** All other terms and conditions of the Second Sale Agreement remain in full force and 40
effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale 41
Agreement, this Addendum shall control. 42

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

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COMMISSION DISBURSEMENT FORM

SELLING OFFICE MUST:

- (1) Fill in the following completely.
- (2) Sign in the space provided.
- (3) Send the original to the Listing Firm.
- (4) Send one copy to the Closing Agent.
- (5) Retain one copy.

Buyer _____
Buyer Buyer

Seller _____
Seller Seller

Listing No. _____ Today's Date _____

Property Address _____
Address City State Zip

Closing Agent _____

Closing Agent's Address _____
Address City State Zip

The Closing Agent is instructed to disburse the Selling Firm's share of the commission and mail it direct **with photocopies of this form** as follows:

\$ _____ to _____ (Selling Firm)

Address City State Zip

\$ _____ to _____

Address City State Zip

\$ _____ to _____

Address City State Zip

Selling Firm _____ Phone _____

By _____ Please Print: _____
Authorized Signature

LISTING FIRM MUST:

- (1) Fill in the following completely.
- (2) Sign in the space provided.
- (3) Send the original to the Closing Agent.
- (4) Retain a photocopy.

The total commission owed is \$ _____ of which the Listing Firm's share is \$ _____.

The Closing Agent is instructed to disburse the Listing Firm's share of the commission and mail it direct with **photocopies 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

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RESERVATION AGREEMENT
(ATTACH A PURCHASE & SALE AGREEMENT)

_____ ("Buyer") 1
Buyer Buyer

and _____ ("Seller") agree as follows: 2
Seller Seller

(As applicable): Floor Plan Type: _____ Building: _____ Lot No.: _____ Other I.D.: _____ 3

1. **RESERVATION.** Seller shall reserve for Buyer's purchase, the property commonly known as: 4

_____ (the "Property") 5

Address City State Zip

and legally described as attached on Exhibit A; legal description not available. 6

2. **DEPOSIT.** Within 2 days after mutual acceptance of this agreement Buyer shall deliver a deposit of \$ _____ as consideration for this 7

agreement in the form of: Cash Personal check Promissory Note due _____ 8

Other _____ (the "Deposit"). The Deposit is to be held by: Closing Agent Selling Firm. Selling Broker will 9

deposit any check to be held by Selling Firm within 3 days of mutual acceptance. If the Deposit is held by Selling Firm and is over \$10,000.00 10

it shall be put into an interest-bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, 11

after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the 12

interest earned, if any. If the Deposit held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to put the Deposit 13

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 14

does not complete an IRS Form W-9 before Selling Broker must put the Deposit in an interest-bearing account or the Deposit is \$10,000.00 or 15

less, the Deposit shall be put into the Housing Trust Fund Account. Selling Firm may transfer the Deposit to Closing Agent. 16

3. **NOTICE TO BUYER.** When authorized by Seller, the Selling Firm shall give Buyer written notice of the purchase price established by Seller 17

for the Property. After Buyer's receipt of this notice, the parties shall have _____ days (5 days if not filled in) within which to enter into a 18

Purchase and Sale Agreement at the price in said notice to Buyer. If the parties do not enter into a Purchase and Sale Agreement within that 19

time, or any agreed extension thereof, Selling Firm shall return the above Deposit to Buyer and this Reservation Agreement shall thereupon 20

be terminated without further liability to either party, Selling Firm or Selling Broker. 21

Buyer shall keep Selling Broker advised of Buyer's whereabouts to receive the above notice. Selling Broker has no responsibility to give said 22

notice beyond either phoning Buyer or causing a copy of the notice to be delivered to Buyer's address below. 23

4. **BUYER-ELECTION NOT TO PURCHASE.** Buyer may at any time elect not to purchase the Property, by giving written notice to Listing 24

Broker. Upon Listing Broker's receipt of such notice, this Agreement shall terminate and the above Deposit shall be immediately refunded to 25

Buyer. 26

5. **SELLER'S OWNERSHIP/PLATTING REQUIREMENT.** Seller is the owner of the above Property has entered into an agreement to 27

purchase the above Property other _____ 28

If the Seller is not the owner, this Agreement is subject to Seller acquiring title. 29

The parties understand that it is generally a violation of Washington law to sell, offer to sell, or to disburse funds to Seller in connection with 30

the sale of property less than 5 acres in size if it has not received preliminary plat approval. An agreement offering to sell such property is 31

generally unenforceable. The parties understand this and release the Selling Firm and Selling Broker from any liability in connection with this 32

Agreement. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this 33

Agreement is conditioned on the recording of the final plat containing the Property on or before _____. If final plat approval is not 34

recorded by such date, this Agreement shall terminate and the Deposit shall be refunded to Buyer. 35

6. **PURCHASE & SALE AGREEMENT.** Buyer and Seller shall enter into a Purchase and Sale Agreement on the attached form. Buyer and 36

Seller acknowledge that they have received the attached form, and all terms and conditions therein are acceptable. 37

Print Seller Name Buyer Date 38

By: _____
Signature Date Buyer Date 39

Title of Person Signing Buyer Address 40

Seller Address City, State, Zip 41

City, State, Zip Home Phone Office Phone 42

Phone Email Buyer's Email 43

Selling Firm Selling Broker 44

Selling Firm Address City State Zip 45

Office Phone Office Fax Other Phone 46

125

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. Seller should consult with an attorney before entering into an agreement that provides a buyer with occupancy prior to closing.

Date: _____ 1

Tenant(s) _____ 2
Buyer/Tenant Buyer/Tenant

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

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 _____. Landlord acknowledges receipt of rent in the amount 6
of \$ _____ for the period of _____. Future rents shall be payable as follows: 7
_____ Rent shall be payable to _____ 8
at _____ 9
Tenant is entitled to possession on _____ 10

2. **TERM AND TERMINATION.** This Agreement shall terminate on _____. If Tenant 11
purchases the Property from Landlord, then this Agreement shall terminate on closing of the sale. At the time of 12
closing, advance rent paid to Landlord shall be pro-rated on a daily basis, and Tenant shall be credited with any 13
unused portion thereof. If this Agreement is terminated prior to the termination date set forth in this paragraph, 14
then any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Tenant immediately 15
upon Tenant's vacating the Property. If Tenant holds over without the written consent of Landlord, Tenant shall 16
be liable for rent and all other damages sustained by Landlord because of such holdover. 17

3. **INSURANCE.** Landlord agrees to keep the Property insured against fire and other normal casualties. All proceeds 18
of any such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything 19
in or on the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 20
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 21
personal property. 22

4. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of this 23
Agreement. 24

5. **IMPROVEMENTS.** Tenant 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 Landlord. In the event this 26
Agreement terminates for any reason other than Tenant's purchase of the Property, Tenant will return the 27
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 28

6. **LANDLORD - TENANT ACT.** This Agreement is subject to the provisions of the Residential Landlord - Tenant 29
Act, RCW 59.18 and the Unlawful Detainer Statute, RCW 59.12. If Tenant and Landlord have entered into a 30
purchase and sale agreement for the purchase of the Property, then a default under that purchase and sale 31
agreement shall constitute a default under this Agreement, and Landlord shall be entitled to all remedies provided 32
for in the Residential Landlord-Tenant Act, RCW 59.18, including but not limited to the exercise of all eviction 33
proceedings authorized by RCW 59.12. 34

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 35
this Agreement. 36

8. **CITY OF SEATTLE RENTAL AGREEMENT REGULATION ORDINANCE.** If the Property is located within the 37
City of Seattle then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby 38
acknowledges receipt of a copy of the summary. 39

Landlord's Initials Date Landlord's Initials Date Tenant's Initials Date Tenant's Initials Date

RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 9. RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 40-42
- 10. 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 amount of fees shall be as fixed by the court. 43-45
- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord 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), Landlord makes the following disclosures: 46-50
- (a) The smoke detection device is hard-wired battery operated. 51
 - (b) The Building does does not have a fire sprinkler system. 52
 - (c) The Building does does not have a fire alarm system. 53
 - (d) The building has a smoking policy, as follows: 54
- _____ 55
- _____ 56
- The building does not have a smoking policy 57
 - (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 58
 - The building does not have an emergency notification plan for occupants. 59-60
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 61
 - The building does not have an emergency relocation plan for occupants. 62-63
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 64
 - The building does not have an emergency evacuation plan for occupants. 65-66
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 67-68
- 12. CARBON MONOXIDE ALARMS.** Landlord 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 Landlord complies with RCW 19.27.530. 69-71
- 13. 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 or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 72-75
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 76-77
- 15. OTHER.** 78-82

Landlord Date

Tenant Date

Landlord Date

Tenant Date

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord 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), Landlord 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.
- 12. CARBON MONOXIDE ALARMS.** Landlord 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 Landlord complies with RCW 19.27.530.
- 13. 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 or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations.
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."
- 15. OTHER.**

Landlord Date

Tenant Date

Landlord Date

Tenant Date

LEASE/RENTAL COMMISSION AGREEMENT

This Lease/Rental Commission Agreement dated _____ is made between

Lessor Lessor ("Lessor") and
_____, ("Real Estate Firm" or "Firm")

in connection with real property commonly known as _____
Address

City State Zip County (the "Property");

- 1. DEFINITIONS.** For purposes of this Agreement "MLS" means the Northwest Multiple Listing Service.
- LEASE COMMISSION.** Firm has procured a tenant to lease the property. Lessor shall pay Firm a commission of \$ _____. From Firm's commission, Firm shall pay a cooperating member of MLS, if any, representing a tenant a commission of \$ _____.
- SALE COMMISSION.** If Lessor shall, within _____ months (36 months if not filled in) after the date of this Lease/Rental Commission Agreement, contract to sell the Property to tenant, Lessor shall pay Firm a commission of \$ _____. From Firm's commission, Firm shall pay a cooperating member of MLS, if any, representing a tenant a commission of \$ _____.
- 4. 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.
- 5. OTHER AGREEMENTS** (none if not filled in).

Lessor has read and approves this Agreement and hereby acknowledges receipt of a copy.

Lessor Date

Firm (Company)

Lessor Date

By: (Leasing Broker)

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 (check one).

a. Lease. This Agreement is for a term of _____ commencing on _____
_____. This Agreement shall end at midnight on _____
Tenant must vacate the Property and surrender possession on the last day of the term. 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. If Tenant vacates prior
to the expiration of the term, the security deposit shall be forfeited and Tenant shall be
obligated for the rent payments for the remainder of the term, or until the Property has been
re-rented whichever is less.

b. Month-To-Month. This Agreement is for a month-to-month tenancy commencing on _____
_____. Lessor or Tenant may terminate this Agreement upon written notice at
least 20 days prior to the end of each monthly rental period. If any such notice is not received
at least 20 days in advance, then it shall not be effective until the end of the following monthly
rental period.

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. Lessor acknowledges receipt of \$ _____ as the first and
_____ month's rent. 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.

d. Pro-Rated Rent. Pro-rated rent from _____ to _____ is
\$ _____ and payable on _____.

4. UTILITIES. Tenant shall pay all utilities when due except: water; sewer; garbage;

5. OCCUPANCY/SUBLETTING. The Property is rented as a private residence for the following
named persons: _____
Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give
accommodation to any other persons, without the prior written consent of Lessor or Listing Firm.

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

LEASE / RENTAL AGREEMENT
(Continued)

- 6. SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$ _____, 41
which shall be deposited in a trust account in _____ Bank, 42
_____ Branch, in _____, WA. Lessor or Listing 43
Firm will give written notice of any change in said depository. This deposit is security for performance 44
of Tenant's obligations in this Agreement, including but not limited to payment of rent, and for any 45
damages to and cleaning of the Property, for which Tenant is responsible. 46
A written "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage 47
to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon 48
commencement of tenancy and a written copy given to Tenant. No security deposit may be collected 49
unless the Move In/Move Out Addendum is completed. 50
Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of 51
premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the 52
deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class 53
mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such 54
damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand. 55
- 7. MAINTENANCE.** Tenant shall at all times maintain the Property, including any yard and lawn, in 56
a neat and clean condition and upon termination of this Agreement will leave the Property in as 57
good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any 58
alterations or improvements to the Property without Lessor's prior written approval. 59
- a. Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally 60
cleaned and provide Lessor with a receipt evidencing the same. 61
- 8. INSPECTION/SALE.** Lessor may enter the Property to inspect it or make alterations or repairs at 62
reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor 63
wishes to show the Property to prospective purchasers or tenants, Lessor shall provide Tenant 64
with one day's notice. 65
- 9. RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant 66
shall pay a late charge of \$ _____ for each day that the same is 67
delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or 68
 \$ _____. 69
Tenant shall pay a charge of \$ _____ for each NSF check given by Tenant to Lessor. 70
Lessor shall have no obligation to redeposit any check returned NSF. 71
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. 72
Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 73
fourteen (14) days. 74
- 10. NONREFUNDABLE FEE.** Tenant shall pay, prior to occupancy, a nonrefundable fee of 75
\$ _____ for _____. Lessor 76
will not return this nonrefundable fee under any conditions. 77
- 11. PETS.** No dogs, cats or other animals will be permitted on the Property without a fully executed 78
Pet Agreement (NWMLS Form No. 68B). 79
- 12. RENTERS INSURANCE.** Renter's insurance is available to Tenant for coverage related to liability for 80
bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property. 81
- a. Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for 82
liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's 83
personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's 84

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

LEASE / RENTAL AGREEMENT
(Continued)

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

 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.
- 15. AGENCY DISCLOSURE.** If real estate brokers are involved in this transaction, then at the signing of this Agreement, Listing Broker represents Lessor; both Lessor and Tenant. Tenant's Broker represents Lessor; Tenant; both Lessor and Tenant; neither Lessor nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager (if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Tenant's Broker and Listing Broker are the same person representing both parties then both Lessor and Tenant confirm their consent to that person and his/her 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."
- 16. ATTORNEYS' FEES.** If Lessor or Tenant institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.

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

LEASE / RENTAL AGREEMENT
(Continued)

- 17. WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.
- 18. LOCAL ORDINANCES.** Lessor and Tenant acknowledge that there may be local ordinances or regulations that require Lessor to provide Tenant with certain information including, but not limited to a summary of "Landlord-Tenant Laws."
- 19. COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS.** Tenant shall not use the Property in any way which violates any law, ordinance, or governmental regulation. In addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record ("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant acknowledges receipt of any applicable CC&Rs and the Rules for the Property.
- 20. 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 or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations.
- 21. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."

_____ Tenant	_____ Date	_____ Lessor	_____ Date	148
_____ Tenant	_____ Date	_____ Lessor	_____ Date	149
_____ Tenant's Present Address		_____ Lessor's Address		150
_____ City, State, Zip		_____ City, State, Zip		151
_____ Home Phone	_____ Work Phone	_____ Lessor's Phone		152
_____ Tenant's Employer				153
_____ Tenant's Firm		_____ Listing Firm		154
_____ Tenant's Broker		_____ Listing Broker		155
_____ Tenant's Firm's Phone Number		_____ Listing Firm's Phone Number		156
_____ Tenant's Broker's E-mail Address		_____ Listing Broker's E-mail Address		157
		_____ Listing Firm's Address		158

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

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 that he/she/they/it signed the
instrument and acknowledged it to be his/her their/its 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 that he/she/they/it signed the
instrument and acknowledged it to be his/her their/its 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 his/her own garbage can and place it where required for pickup. | 159
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| 2. Illegal Use. Tenant shall not use the Property for any illegal purposes. | 161 |
| 3. Repairs. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. | 162
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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. | 164
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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. | 166
167 |
| 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. | 168
169 |
| 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. | 170
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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. | 173
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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. | 176
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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. | 178
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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. | 184
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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. | 188
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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. | 191
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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. | 195
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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. | 199
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Tenant's Initials Date _____ Date _____ Date _____ Date

ADDENDUM TO LEASE/RENTAL AGREEMENT

The following is part of the Lease/Rental Agreement dated _____ 1
between _____ ("Lessor") 2
Lessor Lessor
and _____ ("Tenant") 3
Tenant Tenant
concerning _____ (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN TENANT AND LESSOR AS FOLLOWS: 5

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ALL OTHER TERMS AND CONDITIONS of the Lease/Rental Agreement remain unchanged. 29

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

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

The following is part of the Lease/Rental Agreement dated _____
 between _____ ("Lessor")
Lessor Lessor
 and _____ ("Tenant")
Tenant Tenant
 concerning _____ (the "Property").
Address City State Zip

Under RCW 59.18.260, Lessor may not collect a security deposit unless Lessor provides to Tenant at the commencement of the tenancy a written checklist or statement describing the condition and cleanliness of the Property and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances.

Move-In Date _____ Move-Out Date _____
 Keys _____ Keys _____
 Garage Door Remotes _____ Garage Door Remotes _____

Is the Property equipped with working smoke alarms? _____

- Location of alarms: _____

Is the Property equipped with working carbon monoxide alarms? _____

- Location of alarms: _____

Lessor and Tenant agree that the condition of the Property is as follows:

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Entry		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

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

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Kitchen		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cabinets		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Counters		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Refrigerator		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cooktop/ Burners		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Oven		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Microwave		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Dishwasher		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Sink/Faucet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Garbage disposal		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Living Room		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Dining Room		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Hallway		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bonus Room/Den		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bedroom No. 1		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bedroom No. 2		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bedroom No. 3		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

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

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bathroom No. 1		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Sinks/Faucet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Shower/Tub		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Toilet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Counters/ Cabinets		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Mirror		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Bathroom No. 2		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Sinks/Faucet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Shower/Tub		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Toilet		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Counters/ Cabinets		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Mirror		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Utility Room		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Washer		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Dryer		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window coverings		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Closet/ Shelves		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Garage/ Carpport		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Garage door		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

Area/Room	Details of Conditions at Move-In	Condition at Move-In	Details of Conditions at Move-Out	Condition at Move-Out
Walls		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Flooring		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Window screens		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Windows		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Ceiling		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Grounds		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Patio/Deck		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Walkways		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Driveway		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Lawn		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Plants/Trees		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Cleanliness		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great
Other:		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great		<input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great

If this box is checked, additional comments regarding the condition and cleanliness of the Property at move-in or move-out are attached.

 Tenant's Initials Date

 Tenant's Initials Date

 Lessor's Initials Date

 Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
LEASE/RENTAL AGREEMENT**

Within 21 days after Tenant moves out, Lessor shall complete the following (or a similar statement) and deliver it, personally or by mail, with any refund to Tenant (at Tenant's last known address).

Move Out Date: _____

Has the Move-In/Move-Out Addendum been completed? Yes; No

DEPOSITS

Amount of Security Deposit: \$ _____

Amount of Pet Deposit: \$ _____

TOTAL DEPOSITS: \$ _____

DEDUCTIONS

Unpaid rent for period _____ to _____ \$ _____

Late charges for period _____ to _____ \$ _____

Unpaid utilities \$ _____

Deduction for damage and/or lack of cleaning (insert detailed description) \$ _____

Other deduction (insert detailed description) \$ _____

TOTAL DEDUCTIONS: \$ _____

AMOUNT DUE TO TENANT: \$ _____

AMOUNT DUE TO LESSOR: \$ _____

(If there are any amounts owed to Lessor, payments shall be made to Lessor within 14 days of Lessor's demand at Lessor's address identified in the Lease/Rental Agreement).

Date _____

Lessor or Lessor's Agent Signature

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

**PET ADDENDUM TO
LEASE/RENTAL AGREEMENT**

The following is part of the Lease/Rental Agreement dated _____

between _____ ("Lessor")
Lessor Lessor

and _____ ("Tenant")
Tenant Tenant

concerning _____ (the "Property").
Address City State Zip

Tenant may keep the following pet(s) at the Property.

- a. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____
- b. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____
- c. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____

- 1. In addition to the security deposit in the Lease/Rental Agreement, Tenant shall pay a non-refundable pet fee; refundable pet deposit of \$ _____. If refundable, the deposit will be retained/refunded in accordance with Section 6 (Security Deposit) of the Lease/Rental Agreement.
- 2. If the Property is an apartment, Tenant shall only allow the pet(s) outside on a leash and accompanied by Tenant.
- 3. The pet(s) shall be kept, maintained and licensed in accordance with the regulations of the Humane Society and the Health Department of the City of _____ and the County of _____.
- 4. Tenant shall pay for any damage done by the pet(s) to the Property.
- 5. Tenant shall indemnify and hold Lessor harmless from any and all claims which may be made against Lessor resulting from Lessor permitting Tenant to keep the pet(s) on the Property.
- 6. Tenant shall promptly clean any and all messes made by the pet(s) in or around the Property.
- 7. If Tenant fails to comply with the terms of this Pet Agreement, Lessor may require the pet(s) to be removed from the Property.
- 8. Other:

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

**ASSIGNMENT OF LEASE
OR RENTAL AGREEMENT**

This Assignment of Lease or Rental Agreement is dated _____ between _____ 1
_____ ("Assignor"), 2
Assignor Assignor
and _____ ("Assignee") 3
Assignee Assignee
for the "Property" commonly known as _____ 4
Address

City State Zip County 5

1. **Purchase and Sale Agreement.** Assignor (as "Seller") and Assignee (as "Buyer") are parties to 6
a Purchase and Sale Agreement for the Property dated _____ (the "Purchase 7
and Sale Agreement"). Assignor agrees to assign its right, title, and interest in a lease or rental 8
agreement for the Property dated _____, between Assignor (as "Lessor") 9
and _____ (as 10
"Tenant") (the "Lease"). Assignee agrees to assume the Lease and timely perform and 11
discharge all obligations of Assignor under the Lease. 12

2. **Assignment of Lease.** Effective 11:59 p.m. on the Closing Date of the Purchase and Sale 13
Agreement (the "Effective Date"), Assignor transfers and assigns to Assignee all of Assignor's 14
right, title and interest in the Lease, and Assignee hereby accepts such transfer and assignment. 15

3. **Assumption of Lease.** Effective as of 11:59 p.m. on the Effective Date, Assignee assumes the 16
Lease and agrees to timely perform and discharge all obligations and duties of Assignor under 17
the Lease. 18

4. **Tenant Deposits.** Any Tenant deposits under the Lease shall be transferred by Assignor to 19
Assignee as required by RCW 59.18.270. 20

5. **Attorneys' Fees.** If Assignor or Assignee institutes suit against the other concerning this 21
agreement, the prevailing party is entitled to court costs and reasonable attorneys' fees. 22

Assignor Date

Assignor Date

Assignee Date

Assignee Date

OPTION TO BUY REAL ESTATE
(Continued)

12. Title Insurance. Within _____ days (10 days if not filled in), following mutual acceptance of this Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered through _____ title company. If title cannot be made marketable within _____ days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated.
At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable title.
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. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing.

_____	Date	_____	Date	67
Buyer		Seller		
_____	Date	_____	Date	68
Buyer		Seller		
_____		_____		69
Selling Firm		Listing Firm		
_____		_____		70
Selling Broker		Listing Broker		

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 that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.

	Dated: _____	77
	Signature: _____	78
	Print Name: _____	79
	Notary Public in and for the State of Washington, Residing at: _____	80 81
	My Appointment Expires: _____	82
(Use this space for notary stamp/seal.)		83

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 that he/she/they/it signed the instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument.

	Dated: _____	90
	Signature: _____	91
	Print Name: _____	92
	Notary Public in and for the State of Washington, Residing at: _____	93 94
	My Appointment Expires: _____	95
(Use this space for notary stamp/seal.)		96

RECEIPT FOR EARNEST MONEY

This Receipt is for Earnest Money received as 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

On _____, the undersigned received earnest money from Buyer in the amount 5
of \$ _____ by personal check cashier's checks promissory note cash 6
 other (_____). 7

Print Name 8

Firm (Company) 9

Signature 10

- Selling Broker 11
- Closing Agent 12
- Other _____ 13

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following receipt, regardless of the terms of the Purchase and Sale Agreement. 14
15

NOTICE

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

5
6
7
8
9
10
11
12
13

Date _____ Date _____ 14

NOTICE OF TERMINATION OF AGREEMENT FOR FAILURE TO PAY EARNEST MONEY

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

Notice of Termination of Agreement for Failure to Pay Earnest Money. Buyer failed to timely deliver the Earnest 5
Money pursuant to the agreement. Seller, therefore, hereby elects to terminate the Agreement. 6

Seller Date Seller Date 7

FAILURE TO CLOSE – NOTICE OF TERMINATION BY BUYER

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

Failure to Close – Notice of Termination by Buyer. Closing has failed to occur by the Closing Date through no fault 5
of Buyer. Therefore, Buyer hereby elects to terminate the Agreement and demands return of the Earnest Money. 6

Buyer Date Buyer Date 7

**FAILURE TO CLOSE
NOTICE OF TERMINATION BY SELLER – SELLER TO KEEP EARNEST MONEY**

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

Failure to Close – Notice of Termination by Seller – Seller to Keep Earnest Money. The transaction 5
contemplated by the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller 6
hereby elects to terminate the Agreement and shall be entitled to retain the Earnest Money as Seller's sole remedy. 7

Seller Date

Seller Date 8

**FAILURE TO CLOSE
NOTICE OF TERMINATION BY SELLER – SELLER TO ELECT REMEDIES**

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

Failure to Close – Notice of Termination by Seller – Seller to Elect Remedies. The transaction contemplated by 5
the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller hereby elects to 6
terminate the Agreement and shall be entitled to remedies as provide for in the Agreement. 7

Seller Date Seller Date 8

**MULTI-FAMILY REAL ESTATE 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; hot tubs; wood stoves; fireplace inserts; satellite dishes; security systems; attached television(s); attached speaker(s); microwaves; generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
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. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
16. **Addenda:** _____

Buyer's Signature _____ Date _____
Buyer's Signature _____ Date _____
Buyer's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Buyer's E-mail Address _____
Selling Firm _____ MLS Office No. _____
Selling Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
Selling Firm Document E-mail Address _____
Selling Broker's E-mail Address _____
Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

Seller's Signature _____ Date _____
Seller's Signature _____ Date _____
Seller's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Seller's E-mail Address _____
Listing Firm _____ MLS Office No. _____
Listing Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
Listing Firm Document E-mail Address _____
Listing Broker's E-mail Address _____
Listing Broker DOL License No. _____ Listing Firm DOL License No. _____

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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

- 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 within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- 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; 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. 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.
- 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 Selling Broker. The preliminary commitment,

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

- 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 and garage door remotes 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 charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer. 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 Selling 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

MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale. 121
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- 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") at Closing and provide the certification to the Closing Agent. 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. 123
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- 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 Selling Broker, or at the licensed office of Selling 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 Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 128
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- 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 Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling 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. 136
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- 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. 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. 142
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- 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. 154
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- 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. 158
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- 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: 161
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- 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. 163
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- 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. 165
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- 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. 169
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- 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. 173
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- 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. 177
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MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT
GENERAL TERMS

Continued

- 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. 180 181 182
- 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. 183 184
- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling 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 Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 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." 185 186 187 188 189 190 191 192 193
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling 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. 194 195 196 197 198 199 200
- 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. 201 202 203
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204 205 206 207
- 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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, 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. 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225
- 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. 226 227 228 229 230 231 232 233 234 235 236 237 238

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

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/range; refrigerator; washer; dryer; dishwasher;
 satellite dish; wood stove; fireplace insert; security system; hot tub; attached television(s); attached
speaker(s); microwave; generator; other _____

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

7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)

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. **Buyer Review of Rules/Regulations:** Waived; Contingent on Buyer's disapproval _____ days after receipt of
mobile home park rules and 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. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties

16. **Addenda:** _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Signature _____ Date _____

Seller's Signature _____ Date _____

Buyer's Address _____

Seller's Address _____

City, State, Zip _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Phone No. _____ Fax No. _____

Buyer's E-mail Address _____

Seller's E-mail Address _____

Selling Firm _____ MLS Office No. _____

Listing Firm _____ MLS Office No. _____

Selling Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

Selling Firm Document E-mail Address _____

Listing Firm Document E-mail Address _____

Selling Broker's E-mail Address _____

Listing Broker's E-mail Address _____

Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

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

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

- 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 within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- 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; 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. 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.
- 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 and garage door remotes 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's Initials	_____ Date	_____ Buyer's Initials	_____ Date	_____ Seller's Initials	_____ Date	_____ Seller's Initials	_____ Date
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**MANUFACTURED HOME PURCHASE & SALE AGREEMENT
(HOME ON LEASED LAND)**
Continued

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 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 Selling 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 Selling 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 Selling Broker, or at the licensed office of Selling 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 Selling 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 Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling 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.

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,

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

- 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. Time is of the essence of this Agreement. 112
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114
- 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. 115
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- 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. 119
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121
- 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: 122
123
- 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. 124
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- 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. 126
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- 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. 130
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- 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. 135
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- 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. 139
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- 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. 145
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- q. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling 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 a dual agent. If Selling Broker and Listing Broker are the same person representing both parties as dual agents then both Buyer and Seller confirm their consent to that person and his/her 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." 148
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- r. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling 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. 157
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MANUFACTURED HOME PURCHASE & SALE AGREEMENT
(HOME ON LEASED LAND)
Continued

- s. **Cancellation Rights/Lead-Based Paint.** If the Manufactured Home was built 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.
- t. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- u. **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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, 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.
- v. **Park Rules and Regulations Contingency.** Unless waived in Specific Term No. 12, this Agreement is contingent on Buyer's review of any applicable mobile home park rules and regulations, if any, which Seller shall provide to Buyer within 3 days of mutual acceptance. Buyer's approval shall be conclusively deemed given unless Buyer gives notice of disapproval by the date specified in Specific Term No. 12.
- w. **Assumption of Lease/Rental Agreement Contingency.** This Agreement is contingent on Buyer's ability to assume the Lease/Rental Agreement for the Property on which the Manufactured Home is located on terms acceptable to Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 13 that Buyer is unable or unwilling to assume the Lease/Rental Agreement. Upon Closing, Buyer shall assume the Lease/Rental Agreement for the Property.
- 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.

**NOTICE OF TERMINATION
(DISAPPROVAL OF PARK RULES AND REGULATIONS – FORM 23)**

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

Notice of Termination (Disapproval of Park Rules and Regulations – Form 23). Buyer hereby gives notice to 5
Seller that Buyer disapproves the mobile home park rules and regulations and, therefore, elects to terminate the 6
Agreement. 7

Buyer Date Buyer Date 8

**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:** \$ _____ Dollars
6. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
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 Expiration Date:** _____ days after mutual acceptance; Other _____
16. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
Listing Broker represents: Seller; both parties
17. **Addenda:** _____

Buyer's Signature _____ Date _____
Buyer's Signature _____ Date _____
Buyer's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Buyer's E-mail Address _____
Selling Firm _____ MLS Office No. _____
Selling Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
Selling Firm Document E-mail Address _____
Selling Broker's E-mail Address _____
Selling Broker DOL License No. _____ Selling Firm DOL License No. _____

Seller's Signature _____ Date _____
Seller's Signature _____ Date _____
Seller's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Seller's E-mail Address _____
Listing Firm _____ MLS Office No. _____
Listing Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
Listing Firm Document E-mail Address _____
Listing Broker's E-mail Address _____
Listing Broker DOL License No. _____ Listing Firm DOL License No. _____

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- 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 within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

- 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 Selling 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 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.

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- 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 the 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. 60-69
- 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. 70-76
- 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). 77-88
- 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. 89-92
- h. **Sale Information.** Listing Broker and Selling 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 Selling Broker, on request, any and all information and copies of documents concerning this sale. 93-97
- 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") at Closing and provide the certification to the Closing Agent. 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. 98-102
- 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 Selling Broker, or at the licensed office of Selling 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 Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 103-109
- 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 Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling 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. 110-116

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- 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. 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.
- 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.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling 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 Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 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."

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

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling 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. 172-179
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling 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 area; 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. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 180-197
- 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. 198-199
- v. **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. 200-203
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204-207
- 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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, 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. 208-225

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.: _____; Declaration Recording No. attached as Exhibit A
 Declaration Recording No. Not Available, attach NWMLS Form 29
5. **Included Items:** stove/range; refrigerator; washer; dryer; dishwasher; security system; satellite dish;
 wood stove; fireplace insert; hot tub; attached television(s); attached speaker(s); microwave;
 generator; other _____
6. **Purchase Price:** \$ _____ Dollars
7. **Earnest Money:** \$ _____ Check; Note; Other _____ (held by Selling Firm; Closing Agent)
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. **New Construction or Conversion:** is (attach NWMLS Form 29); is not
16. **Public Offering Statement or Resale Certificate** (whichever is applicable): received _____; deliver to Buyer _____ days after mutual acceptance.
17. **Condominium Assessment:** \$ _____ per month and Deposit equal to _____ month's assessment at Closing
18. **Agency Disclosure:** Selling Broker represents: Buyer; Seller; both parties; neither party
 Listing Broker represents: Seller; both parties
19. **Addenda:** _____

 Buyer's Signature Date

 Buyer's Signature Date

 Buyer's Address

 City, State, Zip

 Phone No. Fax No.

 Buyer's E-mail Address

 Selling Firm MLS Office No.

 Selling Broker (Print) MLS LAG No.

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

 Selling Firm Document E-mail Address

 Selling Broker's E-mail Address

 Selling Broker DOL License No. Selling Firm DOL License No.

 Seller's Signature Date

 Seller's Signature Date

 Seller's Address

 City, State, Zip

 Phone No. Fax No.

 Seller's E-mail Address

 Listing Firm MLS Office No.

 Listing Broker (Print) MLS LAG No.

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

 Listing Firm Document E-mail Address

 Listing Broker's E-mail Address

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

**CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

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 within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling 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, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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; 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. 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.

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 Selling Broker. The preliminary commitment, and the title policy to be

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**

Continued

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 and garage door remotes 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 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 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 Selling 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 Selling 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") at Closing and provide the certification to the Closing Agent. 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.

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**

Continued

- 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 Selling Broker, or at the licensed office of Selling 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 Selling 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 Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling 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. 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.
- 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.

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

CONDOMINIUM PURCHASE AND SALE AGREEMENT
GENERAL TERMS
Continued

- t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling 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 Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her 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." 179-187
- u. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling 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. 188-194
- 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. 195-197
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 198-201
- 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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that only may be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, 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. 202-220
- y. **Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. 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. 16. 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. 221-227
- z. **Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 16. 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. 228-232
- aa. **Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 17, 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. 17 is required to be paid by Buyer at Closing. 233-235

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

CONDOMINIUM RESALE CERTIFICATE
Continued

6. ANTICIPATED REPAIRS OR REPLACEMENT COSTS.	44
(a) There <input type="checkbox"/> are; <input type="checkbox"/> are not anticipated repair or replacement costs in excess of 5% of the annual budget of the association that have been approved by the board of directors.	45 46
If there are, the amount is \$ _____	47
(b) The association has cash reserves for repairs and/or replacements, as follows:	48
<input type="checkbox"/> none; <input type="checkbox"/> \$ _____ . If a dollar amount is filled in, then <input type="checkbox"/> none; <input type="checkbox"/> \$ _____	49
of those reserves has been designated by the association for the following projects (describe):	50
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	52
7. JUDGMENTS AND SUITS. There are unsatisfied judgments against the Association, as follows:	53
<input type="checkbox"/> none; <input type="checkbox"/> totaling \$ _____	54
8. PENDING SUITS. There are pending suits or legal proceedings in which the association is a party: <input type="checkbox"/> none; <input type="checkbox"/> as follows (state parties, nature of the suit(s), amounts claimed, and the status of the suit):	55 56
	57
	58
9. ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION. There <input type="checkbox"/> are; <input type="checkbox"/> are not any alterations or improvements to the unit or to the limited common elements assigned to the unit that violate the declaration. If there are, please describe:	59 60 61
	62
	63
10. DECLARANT UNITS/OCCUPANCY.	64
(a) There are _____ units in the association that are owned by the declarant/developer.	65
(b) The declarant/developer <input type="checkbox"/> transferred control of the association to the unit owners on _____; <input type="checkbox"/> has not transferred control of the association.	66 67
(c) Of the total number of units in the association, _____ are principal residences of the owners; _____ are second or recreational homes; _____ are rented; and _____ are vacant.	68 69
(d) There <input type="checkbox"/> is; <input type="checkbox"/> is not any one person or entity that owns more than 10% of the total units in the association. If there are, the owners' names and the number of units they own are:	70 71
	72
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11. CODE VIOLATIONS. The unit, the limited common elements assigned to the unit, or any other portion of the condominium <input type="checkbox"/> do; <input type="checkbox"/> do not violate health or building codes. If there are any violations, please describe:	75 76
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

182

CONDOMINIUM RESALE CERTIFICATE
Continued

12. LEASES.	80
(a) The title of the unit is held in <input type="checkbox"/> fee simple; <input type="checkbox"/> leasehold.	81
(b) There <input type="checkbox"/> is; <input type="checkbox"/> is not any leasehold estate affecting the association. If there is, please describe (including any extension or renewal provisions thereof):	82 83 84 85 86
13. FINANCING APPROVAL. The condominium has been approved for financing by (check as appropriate): <input type="checkbox"/> FNMA;	87
<input type="checkbox"/> FHLMC; <input type="checkbox"/> VA; <input type="checkbox"/> FHA.	88
14. INSURANCE.	89
(a) The insurance agent for the association's master policy is:	90
Name: _____	91
Address: _____	92
Phone: _____	93
(b) Describe any insurance coverage the association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.).	94 95 96 97
15. WARRANTIES AND WARRANTY CLAIMS.	98
(a) The units <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	99
(b) The common elements <input type="checkbox"/> are; <input type="checkbox"/> are not covered by a qualified warranty.	100
(c) Claims <input type="checkbox"/> have; <input type="checkbox"/> have not been made under the warranty. If claims have been made, for each, please describe:	101
(i) The type of claim that was made;	102
(ii) The resolution of the claim;	103
(iii) The type of repair performed;	104
(iv) The date of the repair;	105
(v) The cost of the repair; and	106
(vi) The name of the person or entity who performed the repair.	107
16. EXHIBITS. The following exhibits must be attached:	108
(a) Condominium declaration, and any amendments thereto, showing recording numbers.	109
(b) Condominium bylaws, and any amendments thereto.	110
(c) Condominium rules and regulations, and any amendments thereto.	111
(d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year.	112 113
(e) A balance sheet and revenue and expense statement of the association, prepared on an accrual basis, which shall be current to within 120 days.	114 115
(f) Current operating budget of the association.	116
(g) Association current reserve study. Check the box that applies:	117
(i) <input type="checkbox"/> The association's current reserve study is attached.	118
(ii) <input type="checkbox"/> This association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element.	119 120 121 122

CONDOMINIUM RESALE CERTIFICATE
Continued

17. **REMARKS.** (The preparer should use the following space to complete any answers and/or to provide any additional information which will affect the answers to the above questions. If more space is needed, add additional sheets).

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Date: _____ 145

I certify under penalty of perjury that I am the _____ of the association. I am authorized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and correct. 146
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148

_____ By _____ 149
Association Preparer

I certify under penalty of perjury that, to the best of my knowledge and belief, the foregoing is true and correct. 150

_____ 151
Unit Owner/Seller

Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns. 152
153
154

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. 155

Buyer Date Buyer Date

NWMLS "SPEAK-UP"

- Suggestion is for: 1
- Discover Website 2
- Matrix 3
- Forms 4
- Xpress Forms 5
- NW Reporter 6
- Other: _____ 7

Date: _____ 8

Suggestion:

- 9
- 10
- 11
- 12
- 13
- 14

Specific Example(s) – often helps to clarify:

- 15
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- 20

Broker Name: _____

21

NWMLS Office #: _____

22

Office Phone#: _____

23

Email Address: _____

24

Thank you for your participation; letting us know ways we can serve you better!

NWMLS

11430 NE 120th Street • Kirkland, WA 98034 • Fax: 425-821-3705 or 1-888-821-3705

Please return this form to NWMLS

Transaction Deadlines (rev. 1/20) -- Mutual Acceptance Date: _____

	Timeline	Time Period	Calendar Date Deadline
Earnest Money Timelines (PSA Form 21):	Buyer to deliver EM to Broker or Closing Agent	2 days	No later than:
	If delivered to Broker, Broker to deliver to Closing Agent	3 days EM received by Broker on:	No later than:
Financing Timelines (Form 22A):	Buyer to make loan application	_____ days	No later than:
	Seller may give Request for Loan Information (Form 22AL)	_____ days	No earlier than:
	Seller may give Right to Terminate Notice (Form 22AR)	_____ days	No earlier than:
Seller Disclosure Statement & Lead Based Paint Timelines:	Buyer may rescind within 3 days of receipt of SDS	SDS rec'd:	Notice of rescission no later than:
	Buyer may rescind within 3 days of receipt of LBP if not received prior to offer	LBP rec'd:	Notice of rescission no later than:
Inspection Timelines (PSA Form 21 & Form 35):	Property Information Verification – Notice of Disapproval (Form 21)	10 days	No later than:
	Buyer's to deliver Inspection Notice (Form 35R)	_____ days	No later than: Buyer's 35R rec'd:
	Seller's Response to Buyer's Request for Repairs or Modification	_____ days	No later than: Seller's Response rec'd:
	Buyer's Reply to Seller's Response	_____ days	No later than:
Title Insurance Timelines (Form 22T):	Buyer to deliver notice of disapproval of exceptions contained in preliminary title report from: _____ mutual acceptance _____ receipt of title by Buyer	_____ days MA date or date rec'd by Buyer:	No later than:
Homeowner's Insurance Contingency Timelines (Form 22VV):	Buyer to make application for insurance	_____ days	No later than:
	Buyer to give notice of inability to obtain insurance	_____ days	No later than:
Other Contingency Deadlines (e.g., Land & Acreage Addendum):		_____ days	No later than:
		_____ days	No later than:
		_____ days	No later than:

Computation of Time Rules: 5 days or less count business days only. 6 days or more, count calendar days, but no period of time (other than possession) can expire on a Saturday, Sunday or legal holiday so bump the deadline to the next business day. Time periods expire at 9:00 pm unless otherwise agreed.

Washington State Legal Holidays for 2020

RCW 1.16.050

State Statutory Designation of Holiday	Common Holiday Name	Calendar Date for 2020
All Sundays		
First day of January	New Year's Day	Wednesday, January 1
Third Monday of January	Martin Luther King, Jr. Day	Monday, January 20
Third Monday of February	Presidents' Day	Monday, February 17
Last Monday of May	Memorial Day	Monday, May 25
Fourth day of July	Independence Day	Friday, July 3 (in lieu)* Independence Day Holiday
First Monday of September	Labor Day	Monday, September 7
Eleventh day of November	Veterans' Day	Wednesday, November 11
Fourth Thursday of November	Thanksgiving Day	Thursday, November 26
Friday immediately following Thanksgiving	Native American Heritage Day	Friday, November 27
Twenty-fifth day of December	Christmas Day	Friday, December 25

* Whenever any state legal holiday other than Sunday, falls upon a Sunday, the following Monday is the legal holiday; or if the legal state holiday falls upon a Saturday, the preceding Friday is the legal holiday. RCW 1.16.050 (5)(a) & (b)