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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 22E – FIRPTA Certification
	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-BB - Spokane Buyer Barragentation Agreement
	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 app	licable also add:
	Form 22AD – Increased Down Payment for Low Appraisal Form 22B – Buyer's Home Contingency Addendum (if sale will be contingent upon buyer selling home)
	Form 22C –Seller Financing Addendum
	Form 22CIC – Common Interest Community 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)

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 – 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):	
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 67 – Lease/Rental Commission Agreement Form 68 – Lease/Rental Agreement Form 68A – Move-In/Move-Out Inspection Agreement Form 68B – Pet Agreement Form 68C – Addendum to Lease/Rental Agreement Form 68N – Lease/Rental Agreement Notice 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 22ADN – Notice for Increased Down Payment for Low Appraisal Addendum 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 i 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
	90FIRPTA - Buyer's FIRPTA Notice
	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
	90LR - Notice of Termination Pursuant to Lease Review
	Addendum
	90M - Notice of Termination Pursuant to Neighborhood Review
	90N - Notice of Termination (Disapproval of Park Rules and
	Regulations - Form 23)
	900 - 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)
	90X – Buyer's Notice of Termination (Well Addendum)
	90Y - Buyer's Notice of Termination (Septic Addendum)
A 61	- to a section has failed the following are addenda that
	a transaction has failed, the following are addenda that
you m	ight use:
	Form 50 - Authorization to Disburse Earnest Money
	Form 51 – Rescission of Purchase & Sale Agreement
	TOTAL OF PRESCISSION OF PURCHASE & Sale Agreement



# 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 **es**tate 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.

- 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 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

## **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.

# **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

- 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 **ex**cept 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



- 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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# SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agre	ement ("Agreement") dated
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 <a href="https://secure.ini.wa.gov/verify/">https://secure.ini.wa.gov/verify/</a>.
- 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 <a href="https://fortress.wa.gov/dol/bpdlicensequery/">https://fortress.wa.gov/dol/bpdlicensequery/</a>.
- h. Soil conditions, ground and surface water issues and stability issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.
- i. The conservation, preservation and protection of "Archeologic Resources" in this state (defined as "the physical evidence of indigenous and subsequent cultures, including materials remains of past human life, including monuments, symbols, tools, facilities and technological by-products"), are administered by the Department of Archeology and Historic Preservation ("DAHP") pursuant to RCW, Chapter 27.53 (the "Preservation Act"). DAHP regulates removal or disturbance of any Archeological Resources from the property where they are found (an "Archeological Site").
- 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, or 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:	BLIVER:	DATE	SELLED.	DATE:
muais.	DOTLIN.	DATE.	SLLLLIN	DATE
	BUYER:	DATE:	SELLER:	DATE:





- 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 <a href="https://www.epa.gov/mold/brief-guide-mold-moisture-and-your-home">www.epa.gov/mold/brief-guide-mold-moisture-and-your-home</a>.
- 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 <a href="https://www.epa.gov/radon">www.epa.gov/radon</a>.
- 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 <a href="https://www.epa.gov/asbestos">www.epa.gov/asbestos</a>.
- 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, <a href="https://www.doh.wa.gov/CommunityandEnvironment/Contaminants">https://www.doh.wa.gov/CommunityandEnvironment/Contaminants</a>.
- h. DAHP, referred to in Section 1, can only provide information regarding the location and nature of any known Archeological Sites on a property if given written permission to do so by the property owner using a form supplied by DAHP (a "Prospective Purchaser Information Request Form"). Seller agrees to cooperate with Buyer to execute the required form and grant Buyer permission to obtain information from DAHP regarding the above, but only if requested to do so by Buyer in writing within 10 days of Mutual Acceptance of the Agreement. More information on this subject can be found at <a href="https://dahp.wa.gov">https://dahp.wa.gov</a>.
- 3. **PARTIES ACKNOWLEDGEMENTS.** Seller acknowledges that Seller is responsible for disclosing to Buyer in writing knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the matters discussed in Sections 1 and 2 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 included but not limited to the matters discussed in Sections 1 and 2 above. The above is intended as general advice and not as a substitute for professional advice.
- 4. **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:





Buyer's Initials

Buyer's Initials

Date

Date

## **BUYER REPRESENTATION AGREEMENT**



Instanatorine

This B	uyer Representation Agreement ("Agreement") is entered	between
(		("Firm") and
		("Buyer").
Firm's	finitions. For purposes of this Agreement: (a) Buyer's Broker means the broker(s) named in Section 2; designated broker; (c) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any of Ection below.	(b) Firm's Broker means Buyer's brokers named in
		("Buyer's Broker"), who
with fol	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 broken up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's Buyer Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to cretion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and such appoints Buyer during the period of any such appointment.	roker, Buyer's Broker(s), o the extent that Firm, in
authori with Bi represe entitled	m's Listing/Buyer's Broker's Own Listing/Dual Agency. If Buyer submits an offer on a property izes Firm's Broker to act as a dual agent representing both Buyer and the seller. If Buyer submits an ouyer's Broker, Buyer authorizes Buyer's Broker to act as a dual agent. If any Supervisory Broker alenting the seller, Buyer authorizes the Supervisory Broker to act as a dual agent. Buyer acknowledged in the Law of Real Estate Agency."	offer on a property listed so manages the broker es receipt the pamphlet
Termin which I termina	of Agreement. This Agreement will expire	emain in <b>effect</b> and the or actual <b>transaction</b> to I to the other, but early
5. Firm Fee, as	n's Right to Receive Compensation. Firm (including Firm's Broker and Buyer's Broker) shall be entitle a described below (Buyer to initial either A. or B., with A. to apply if neither box is initialed):	ed to receive the agreed
А	On shown property. Firm shall be entitled to receive the agreed Fee in any transaction directly or indirectly introduced or shown to Buyer by Firm or any brokers affiliated with Firm while the effect.	involving any properties is Agreement remains in
В	On all property. While this Agreement remains in effect, Firm and its brokers are the eworking with Buyer to procure real property, and Firm shall be entitled to receive the agreed Fee in a Buyer may enter in Washington.	exclusive buyer's agents ny property transactions
seller. paid to	ount of Compensation. On properties listed with a multiple listing service, a selling commission will go Buyer agrees that Firm is entitled to receive compensation paid from both the seller and Buyer. Any se Firm shall be credited to Buyer's Fee, thus fully paying or reducing Buyer's obligation. Buyer shall pay by the seller. If Buyer obtains VA financing, Buyer agrees to condition Buyer's offer on the seller paying	Iling commission portion any portion of the Fee
Agreem Termina that was may ha amount	agrees to pay a Fee to Firm under the applicable provision in Section 5.A. if Buyer 1) enters into nent remains in effect, 2) terminates this Agreement early for the purpose of avoiding a Fee, or 3) if ation Date of this Agreement (as it may have been extended), Buyer enters into a transaction in connet is shown or offered to Buyer or which was directly or indirectly brought to Buyer's attention prior to the lave been extended). Provided, any Fee payable to Firm under provision 3 in the preceding sentence of any selling side commission paid to any other brokerage firm. Firm's Fee for assisting Buyer shall be bount paid by Seller or:	within 180 days of the ection with any property Termination Date (as it will be reduced by the
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 commission if not filled in).	d selling office
1		
D.	Properties not listed with a multiple listing service, or on presale/custom structure when builder is introded broker affiliated with Firm \$ or% of the p	
_		
	Lease/lease option/rental	
u.	Upon exercising option  Commission amounts stated above do not include any listing side compensation.	
	commodern amount of atout above do not mediate any noting olde compensation.	0.42





paragraph.) Buyer confirms that Buyer has not entered a wri	er has confirmed the following confirmation by initialing this itten or oral agency relationship with another real estate firm or yer Representation Agreement. Buyer agrees to disclose this the firms and brokers with whom Buyer may deal.
8. Retainer. Buyer agrees to pay, and Firm has received a payable upon signing this Agreement. Retainer will be placed in under this Agreement, or retained by Firm upon default.	\$ "Retainer" Firm's pooled trust account and credited to any Fee owed to Firm
<ol><li>V.A. Transactions. Due to VA regulation, VA financed trans the seller.</li></ol>	actions shall be conditioned upon the full commission being paid by
as defined by Chapter 61.34 RCW unless otherwise agreed in working purchases property from a "Distressed Homeowner" (define	ssist Buyer in a transaction that is a "Distressed Home Conveyance" writing. A "Distressed Home Conveyance" is a transaction where a ed in the statute), allows the Distressed Homeowner to continue to the Distressed Homeowner or promises the Distressed Homeowner erty.
other brokers affiliated with Firm will rely on information from probvious, including the existence of any defects or adverse material have no obligation to independently investigate or confirm such otherwise in writing. Buyer releases Firm and all of its brokers from the extent Firm and/or its brokers directly involved in the transaction adverse material condition that give rise to claims on behalf of Buywill be responsible for carefully reading, understanding and investigations.	Buyer acknowledges Firm, Firm's Broker, Buyer's Broker and all- roperty sellers regarding matters related to properties that are not al facts or conditions that affect properties. Firm and its brokers will a matters except to the extent they have expressly agreed to do an any liability or obligation in connection with such matters, except to an had actual knowledge of the existence of the specific defect and/or any and failed to disclose it/them to Buyer. Buyer agrees that Buyer astigating information in any Purchase and Sale Agreement, Seller ament, or other information received in connection with any property.
advice, and acknowledges none of Firm, Firm's Broker, Buyer's B	Home Warranties. Buyer has been advised to seek legal and tax Broker or any other of Firm's brokers provide such advice. Buyer is conal home inspectors in any transaction Buyer may enter. Buyer 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 Di	ffering from Minimum Agreed Amount
If the selling side commission/compensation in a transaction Bu	yer has entered is different than the applicable amount stated in mission/compensation amount to be received by Firm is
	") or if Buyer's Broker is a dual agent in a <b>transaction</b> Buyer has cluding Buyer's Broker (total of both listing and selling side or% of the purchase price.
Buyer's Broker:	Firm's Broker:
Date	Date
Receipt of Disclosure of Agreed Commission:	
Buver's Initials Date Buver's Initials Date	





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.

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











# **CALL BEFORE YOU WIRE**

# Beware of the following scam:

- 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.

12

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.

See also ferm 17C-505 Unimproved Droparty + 17 Comm - Commercial

Form 17 Seller Disclosure Statement Rev. 7/19 Page 1 of 6

# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER:				s 1
To be used in transfers of improved residential real property, including residential dwellings up to four uncondominiums not subject to a public offering statement, certain timeshares, and manufactured and mot Chapter 64.06 for further information.	nits, nev pile hom	v constru les. See	uction RCW	3
Sent to American Control of the Cont				4
INSTRUCTIONS TO THE SELLER  Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the question(s) when you provide your explanation(s). For your protection you must date and initial each pstatement and each attachment. Delivery of the disclosure statement must occur not later than five (5) otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Se	the line bage of business	e numbe this disc	r(s) of losure	7 8
NOTICE TO THE BUYER				11
THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROP	ERTY L	OCATE!	TAC	12 13
STATE, ZIP, COUNTY ("THE LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.	PROPE	RTY") O	R AS	
SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTION ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUTHE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIED DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.	THIS SINESS ND THE LER'S A	DISCLOS DAYS F AGREEN GENT. IF	SURE ROM MENT THE	17 18 19 20
THE FOLLOWING ARE DISCLOSURES <b>MADE</b> BY SELLER <b>AN</b> D ARE <b>N</b> OT THE <b>RE</b> PRESE <b>NTATIONS</b> OF LICENSEE OR <b>OT</b> HER PARTY. THIS INF <b>ORMATI</b> ON IS FOR <b>D</b> ISCLOSURE ONLY AND I <b>S NOT INTE</b> NDE ANY WRITTEN AGREEMENT BETWEEN B <b>UYE</b> R AND SELLER.	: ANY F	REAL ES	TATE RT OF	23 24 <b>25</b>
FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WORTHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTREBUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL IN THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIVE OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH ADVICE, INSPECTION, DEFECTS OR WARRANTIES.	HICH M ICIANS PEST IN	AY INCL ROOF NSPECT ONS OF	UDE, ERS, ORS. THE	26 27 28 29 30 31 32
SELLER I IS I IS NOT OCCUPYING THE PROPERTY.				33
. SELLER'S DISCLOSURES:  *If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach document otherwise publicly recorded. If necessary, use an attached sheet.	s, if ava	i <mark>la</mark> ble an	d <b>n</b> ot	34 35 <b>36</b>
YE	s NO	DON'T	N/A	37
TITLE     A. Do you have legal authority to sell the property? If no, please explain		KNOW		38 39
*B. Is title to the property subject to any of the following?				40
(1) First right of refusal				41
(2) Option				42
(3) Lease or rental agreement				43
(4) Life estate?				44
*C. Are there any encroachments, boundary agreements, or boundary disputes?				45
*D. Is there a private road or easement agreement for access to the property?				46
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?				47 48
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?				49
*G. Is there any study, survey project, or notice that would adversely affect the property?				50
*H. Are there any pending or existing assessments against the property?				51

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

			YES	NO	DON'T KNOW	N/A	52 53
	*[.	Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?					54
	*						55
		Is there a boundary survey for the property?					56
	ïK.	Are there any covenants, conditions, or restrictions recorded against the property?	<b>U</b>				57
		<b>PLEASE NOTE:</b> 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.	WA	TER					62
	A.	Household Water					63
		(1) The source of water for the property is: □ Private or publicly owned water system □ Private well serving only the subject property *□ Other water system					<b>64</b> 65
		*If shared, are there any written agreements?					66
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	•				67 68
		*(3) Are there any problems or repairs needed?					69
		(4) During your ownership, has the source provided an adequate year-round supply of potable water?					70
		If no, please explain:		-	7	-	71
		*(5) Are there any water treatment systems for the property?					72
		If yes, are they: ☐ Leased ☐ 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?	. 🗆				74 75
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?					76
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	? 🔲				77
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?					78
	B.	Irrigation Water					79
		(1) Are there any irrigation water rights for the property, such as a water right permit,					80
		certificate, or claim?					81
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?					82 83
		*(b) If so, is the certificate available? (If yes, please attach a copy.)					84
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?					85
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?					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?					90
		*(2) If yes, are there any defects in the system?					91
		*(3) If yes, is the sprinkler system connected to irrigation water?	. 🗆				92
3.	SEW	VER/ON-SITE SEWAGE SYSTEM					93
	A.	The property is served by:					94
		☐ Public sewer system ☐ On-site sewage system (including pipes, tanks, drainfields, and all other or ☐ Other disposal system	ompone	ent pa	irts)		95 96
		Please describe:					97



Date

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

В.	If public sewer system service is available to the property, is the house connected to the sewer main?  If no, please explain:	YES	NO	KNOW	N/A	99 99 100
*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?					102
D.	If the property is connected to an on-site sewage system:  *(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?  (2) When was it last pumped?		0			104 105 106 107
	*(3) Are there any defects in the operation of the on-site sewage system?					108
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms					111
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?					112 113 114
*F.	. Have there been any changes or repairs to the on-site sewage system?					115
G.	Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?  If no, please explain:					116 117
*H.	Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?					118 119 120
WHICH	E: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).	R NEW (	CONS ISTED	TRUCTI IN ITE	ON M 4	121 122 123
4. STF	RUCTURAL					124
*A.	Has the roof leaked within the last 5 years?					125
*B.	Has the basement flooded or leaked?					126
*C.	Have there been any conversions, additions or remodeling?					127
	*(1) If yes, were all building permits obtained?	0				128
-	*(2) If yes, were all final inspections obtained?					129
	Do you know the age of the house?  If yes, year of original construction:				_	130 131
	Has there been any settling, slippage, or sliding of the property or its improvements?					132
	Are there any defects with the following: (If yes, please check applicable items and explain)    Foundations	_				133 134 135 136 137 138 139 140 141 142
*G.	Was a structural pest or "whole house" inspection done?	□			_	143 144 145
	During your ownership, has the property had any wood destroying organism or pest infestation?					146
	Is the attic insulated?					147
J.	Is the basement insulated?	□				148

Form 17 Seller Disclosure Statement Rev. 7/19 Page 4 of 6

# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

5.	SY	STEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	149 150
	*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 Plumbing system, including pipes, faucets, fixtures, and toilets Hot water tank Garbage disposal Appliances Sump pump Heating and cooling systems Security system: □ Owned □ Leased. Other		00000000	00000000		153 154 155 156 157 158 159 160 161 162
	D.	If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)	_				163
		Security System:	U	u			164 1 <b>65</b>
		Tanks (type):					166
		Other:				0	167
	*C.	Are any of the following kinds of wood burning appliances present at the property?	les II	1000	_		168
		(1) Woodstove?					169
		(2) Fireplace insert?					170
		(3) Pellet stove?					171 172
		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?					173 174
	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?	□				175 176
		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.)					177 178
	F.	Is the property equipped with smoke detection devices?	🖸				179 180 181
6.	HOI	MEOWNERS' ASSOCIATION/COMMON INTERESTS					182
		Is there a Homeowners' Association?  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:					183 184 1 <b>85</b> 186
	B.	Are there regular periodic assessments?					187
		\$per \( \square \) month \( \square \) year					188
		□ Other:					189
		Are there any pending special assessments?					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)?	🗖				191 192 193
7.	ENV	/IRONMENTAL					194
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	🗖				195 196
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?					197
	*C.	Is there any material damage to the <b>property</b> from fire, wind, floods, beach <b>movements</b> , earthquake, expansive soils, or landslides?	.•				198 199
	D.	Are there any shorelines, wetlands, floodplains, or critical areas on the property?					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?					201 202
		Has the property been used for commercial or industrial purposes?					203
		ride the property been used for commercial or industrial purposes?		_			204



Date

Date

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# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

		YES	NO		N/A
3. Is	there any soil or groundwater contamination?				
H. Are	e there transmission poles or other electrical utility equipment installed, maintained, or				
bu	ried on the property that do not provide utility service to the structures on the property?				
l. Ha	s the property been used as a legal or illegal dumping site?				
. Ha	s the property been used as an illegal drug manufacturing site?				
(. Are	e there any radio towers in the area that cause interference with cellular telephone reception?				
EAD I	BASED PAINT (Applicable if the house was built before 1978).				
. Pre	esence of lead-based paint and/or lead-based paint hazards (check one below):				
	Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).				
		a.			
. Re	cords and reports available to the Seller (check one below):	0			
	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).				
	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards	in the h	ousing	g.	
ANUF	FACTURED AND MOBILE HOMES				
		□			
. If a	Iterations were made, were permits or variances for these alterations obtained?				
JLL D	ISCLOSURE BY SELLERS				
*Ar	e there any other existing material defects affecting the property that a prospective			П	0
				- Court	_
The Sel aga	e foregoing answers and attached explanations (if any) are complete and correct to the best of ler has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licen-	sees h nsees,	armles	ss from	and
	H. Arn bu l. Ha Ha Ha Ard Ard Pro Re Did If a Oth *Arn buy Ver The Sel aga	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?	Is there any soil or groundwater contamination?	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?   Has the property been used as a legal or illegal dumping site?   Has the property been used as an illegal drug manufacturing site?   Has the property been used as an illegal drug manufacturing site?   Has the property been used as an illegal drug manufacturing site?   Has the property been used as an illegal drug manufacturing site?   Has the property been used as an illegal drug manufacturing site?   Has the property and include a site of the second site o	Is there any soil or groundwater contamination?

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Form 17 Seller **Disclosure Statement** Rev. 7/19 Page 6 of 6

# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

#### II. NOTICES TO THE BUYER 255 1. SEX OFFENDER REGISTRATION 256 INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT 257 AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT 258 AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS. 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 261 CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST 262 INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED 263 UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT. 264 3. OIL TANK INSURANCE 265 THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES. 266 AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY 267 INSURANCE AGENCY. 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 271 utilizing diligent attention and observation. 272 The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and 273 not by any real estate licensee or other party. 274 C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information. 275 provided by Seller, except to the extent that real estate licensees know of such inaccurate information. 276 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 278 received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s). 279 F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet Protect Your Family From Lead in Your Home. 280 DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S 281 282 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 283 SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY 284 DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT, YOU 285 MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT. 286 BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES 287 THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE 288 LICENSEE OR OTHER PARTY. 289 290 Buyer Date Buver Date 291 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 293 waives Buyer's right to revoke Buyer's offer based on this disclosure. 294 295 Buyer Buyer Date Date 296 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. 298 However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive 299 the receipt of the "Environmental" section of the Seller Disclosure Statement. 300 301 Buve Date Buyer Date 302



Form 90A Notice of Rescission Rev. 8/11 , Page 1 of 1

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# NOTICE OF RESCISSION OF AGREEMENT PURSUANT TO RCW 64.06

the to	llowing is part of the Purch	nase and Sale Agreem	ent dated			1
betwee	en				("Buyer")	_
	Buyer		Buyer		( buyer )	2
and	Seller				("Seller")	3
			Seller			
concer	Address		City	State Zip	(the "Property").	4
Notice	of Rescission of Agreer	ment Pursuant to RC	<b>W 64.06</b> . (Check	applicable box).		5
_	Buyer has reviewed th whichever is applicable) Money.	e Seller Disclosure S and elects to rescind	Statement (Form the Agreement. E	17, Form 17C, or I Buyer hereby demand	s return of the Earnest	6 7 8
	Seller has not delivered whichever is applicable) and demands return of the	to Buyer as required b	Statement (Form y RCW 64.06. Bo	n 17, Form 17C, or uyer hereby elects to	Form 17 Commercial, 10 rescind the Agreement 10 1	0
	Seller has not delivered Commercial, whichever in the Agreement and demand	is applicable) to Buyer	as required by F	ement (Form 17, Fo RCW 64.06. Buyer he	rm 17C, or Form 17 13 ereby elects to rescind 13 14	3
	a a				4.	_
Buyer		Date	Buyer		15 Date	)

Form 21 Residential PSA Rev. 10/22 Page 1 of 6

# RESIDENTIAL PURCHASE AND SALE AGREEMENT Specific Terms

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1.	Date:	ML	S No.:	Offer Ex	oiration Date:	
2.	Buyer:					
3.					Status	
4.		escription attached as I		No(s).:		
	0.54		Gitv			
5.	wood stove;	I satellite dish; 🔲 se	frigerator;  washe	er;  dryer; dishwattached television(s);	attached speaker(s)	<sup>Zip</sup> fireplace insert; ); □microwave;
6.						Dollars
7.	Earnest Money: \$		I Check; ☐ Note; ☐	Wire; Other		
				by 🗖 Buyer Brokerage		
8.	Default: (check on	ly one) 🗆 Forfeiture of	Earnest Money;   S	eller's Election of Reme	dies	
9.	Title Insurance Co	ompany:				
10.	Closing Agent:			Individual (option		
		ompany	· Possession [	Individual (options  Date:  On Closing;  O	al) Othor	
				ested (attach NWMLS F		
				assumed by Buyer;		at Closing
			_	erson for purposes of U		at 0.03m/g
		Buyer represented	by:   Buyer Broker;	Buyer/Listing Broke  ☐ Buyer/Buyer Broke	r (dual agent); 🗖 unrep	
16.	Buyer Brokerage		-	; □ Pay as Of		
		-				
Rus	yer Signature		Date	Seller Signature		Date
Duy	yer dignature		Date	Jeliei Jighature		Date
Buy	er Signature		Date	Seller Signature		Date
Buy	er Address	131		Seller Address		
City	/, State, Zip	1111		City, State, Zip		
Buy	ver Phone No.		Fax No.	Seller Phone No.		Fax No.
Buy	ver E-mail Address			Seller E-mail Address		)
Buy	er Brokerage Firm		MLS Office No.	Listing Brokerage Firm		MLS Office No.
Buy	er Broker (Print)		MLS LAG No.	Listing Broker (Print)		MLS LAG No.
Firn	n Phone No.	Broker Phone No.	Firm Fax No.	Firm Phone No.	Broker Phone No.	Firm Fax No.
Firn	n Document E-mail Addr	ess		Firm Document E-mail A	ddress	
Buy	er Broker E-mail Addres	s		Listing Broker E-mail Ad	dress	
Buy	er Broker DOL License I	No. F	irm DOL License No.	Listing Broker DOL Licer	nse No. F	irm DOL License No.

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### RESIDENTIAL PURCHASE AND SALE AGREEMENT General Terms

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- Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000,00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein. 21

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent, 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If 25 the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the 26 Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent 27 timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and 31 complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the 32 address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$500.00 for the costs thereof.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 39 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 40 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 41 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 42 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 43 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 44 remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire 45 clear title before Closing.
- d. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 47 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 48 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 49 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 50 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 51 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 52 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 53 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 54 acquired title.

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### RESIDENTIAL PURCHASE AND SALE AGREEMENT General Terms

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- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 56 ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 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.

- 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 100 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 102 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and 103 lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit 104 report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement, If any payments are 105 delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at 106 Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, 107 Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the 108 Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller 109 and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in 110 accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the 111 Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 112

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### RESIDENTIAL PURCHASE AND SALE AGREEMENT General Terms

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Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 113 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 114 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 115 as agreed in Specific Term No. 13. 116

- Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 117 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 118 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 119 and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 120 and copies of documents concerning this sale. 121
- Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 122 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 123 under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 124 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 125 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 126 to the Internal Revenue Service. 127
  - If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 128 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 129 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 130 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 131 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 132 is terminated and the Earnest Money shall be refunded to Buyer. 133
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 134 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 135 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 136 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 138 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 139 and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 140 Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 141

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 142 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 143 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 144 on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 145 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 146 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

- Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 148 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 149 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 153 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 154 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 155 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 156 Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday. 157 Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 159 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 160 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 161 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 163 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 165 electronic form has the same legal effect and validity as a handwritten signature. 166

Form 21 Residential PSA Rev. 10/22 Page 5 of 6

## RESIDENTIAL PURCHASE AND SALE AGREEMENT

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General Terms

Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 167 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 168 Buyer on the first page of this Agreement. 169

- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 170 provision, as identified in Specific Term No. 8, shall apply: 171
  - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 172 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 173
  - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 174 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 175 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 176 any other rights or remedies available at law or equity. 177
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 178 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 179 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' 181 fees and expenses. 182
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 183 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 184 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 185 Earnest Money shall be refunded to Buyer.
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 187 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 188 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 189 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 190 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 191 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 192
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 193 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 194 unless sooner withdrawn.
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager 196 (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing 198 Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing 199 Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated 200 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker 201 and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 202 person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as 203 dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 204
- Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 205 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified 206 in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth 207 in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's 208 compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 16, the 209 terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 210 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 211 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and 212 irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer 213 Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 214 Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 216 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 217 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 218

Buyer's Initials Date 215

Form 21 Residential PSA Rev. 10/22 Page 6 of 6

### RESIDENTIAL PURCHASE AND SALE AGREEMENT General Terms

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- w. Information Verification Period. Buyer shall have 10 days after mutual acceptance to verify all information provided 219 from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer 220 gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely 221 notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 222
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 223 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 224 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 225 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 226 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 227 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 228 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 229 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 230 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 231 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 232 expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 235 may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to 236 meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to 237 homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local 238 ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans 239 may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the 240 parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot 241 guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own 242 judgment and due diligence regarding third-party service providers. 243

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Date 7.5

Form 22A Financing Addendum Rev. 3/21 Page 1 of 3

# FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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Tł	ne fo	llowi	ng is part of the Purchase and Sale Agreement dated
be	twe	en	Buyer Buyer")
an	d_		Seller Seller")
СО	nce	rning	Address City State Zip (the "Property").
1.	1.0	) A N	APPLICATION.
١.	a.	<b>Lo</b> a	In Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to chase the Property (the "Loan(s)"): ☐ Conventional First; ☐ Conventional Second; ☐ Bridge; ☐ VA; ☐ FHA; JSDA; ☐ Home Equity Line of Credit; ☐ Other
		Price Pur not the Buy	"Financing Contingency"). Buyer shall pay \(\sigma\) \(\sigma\) in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the chase Price and pay the application fee, if required, for the subject Property within days (5 days if filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means submission of Buyer's financial information for the purposes of obtaining an extension of credit including ter's name, income, social security number (if required), the Property address, purchase price, and the loan bount. If not waived, the Financing Contingency shall survive the Closing Date.
	b.	the the the Par Ado loar	ver of Financing Contingency. If Buyer (i) fails to make application for financing for the Property within agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this agraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this endum, "lender" means either the party to whom the application was submitted or the party funding the buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the sec.
2.	FIN	NAN	ING CONTINGENCY. Select "a" or "b" ("a" if neither is selected).
	a.		Seller's Notice to Perform.
		i.	Notice to Perform. At any time days (21 days if not filled in) after mutual acceptance, Seller may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice.
			<b>Notice of Termination</b> . If Buyer has not previously waived the Financing Contingency, Seller may give a "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives a Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice.
			Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2(a) ∶ ☐ will; or ☐ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). ∶
	b.		Automatic Waiver of Financing Contingency.
			Waiver. The Financing Contingency shall conclusively be deemed waived unless within days (21 days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written confirmation from Buyer's lender as required by Paragraph 4.
			Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2(b) ∠ will; or ☑ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). ∠



Form 22A Financing Addendum Rev. 3/21 Page 2 of 3

3. LOAN COST PROVISIONS. Seller shall pay up to 🗆 \$\_

### FINANCING ADDENDUM TO **PURCHASE & SALE AGREEMENT**

(\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan 45

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% of the Purchase Price 44

	the set for ins (no	ttlen a \ uffic ote t	Int, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include lowing costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and nent costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee /A loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is cient to pay for those costs. If checked,   Buyer shall pay Buyer's share of the escrow fee for the VA loan hat VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount loan).	46 47 48 49 50 51 52
4. EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.				
5.	AP	PR	AISAL LESS THAN SALE PRICE.	60
	a.	ma	tice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer by, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include topy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.	61 62 63
	b.	Se	Iler's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:	64
		i.	A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 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;	65 66 67 68
		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.);	69 70 71 72 73
		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	74 75 76
		iv.	Seller's rejection of Buyer's notice of low appraisal.	77
		Prid	eller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase ce to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA uncing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.	78 79 80
	C.	Bu	yer's Reply.	81
		i.	Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 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.	82 83 84
		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.	85 86 87
		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.	88 89 90

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notices.

Date

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

Seller's Initials

Form 22A Financing Addendum Rev. 3/21 Page 3 of 3

### FINANCING ADDENDUM TO **PURCHASE & SALE AGREEMENT**

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- 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. FHA/VA/USDA Appraisal Certificate. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5.
  - Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable.
- 8. VA Amendatory Clause. If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract 112 without regard to the amount of the reasonable value established by the Department of Veterans Affairs.
- EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected 114 disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or 115 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 116 addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days 117 to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's 118 waiver of this Financing Contingency. 119

Date

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# APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

T	he t	following	is part of the Purchase and Sale Agreement dated		-
b	etw	een		/«D»	
			Buyer Buyer	("Buyer")	2
ai	nd _		Seller Saller	("Seller")	.3
			Seller Seller		
CC	once	erning	Address City St	(the "Property").	4
A	PPF	RAISAL L	LESS THAN SALE PRICE.		5
1.	tr	nan the F	f Low Appraisal. If the appraised value of the Property (as determin Purchase Price, Buyer may, within 3 days after receipt of a copy of which includes a copy of the appraisal.	ed by a licensed appraiser) is less of the appraisal, give notice of low	6 7 8
2.	S a	eller Res opraisal,	esponse to Notice of Low Appraisal. Seller shall, within 10 da give notice of:	ays after receipt of notice of low	9 10
	(a	a) A reap accept	ppraisal or reconsideration of value, at Seller's expense, by the san ptable to Buyer, in an amount not less than the Purchase Price;	ne appraiser or another appraiser,	11 12
	(b	) Seller's apprais	's written consent to reduce the Purchase Price to an amount not mo isal;	re than the amount specified in the	13 14
	(C	pay the	's proposal to reduce the Purchase Price to an amount more than the se necessary additional funds (the amount the reduced Purchase Pric the sale; or	e appraised value and for Buyer to be exceeds the appraised value) to	15 16 17
	(d	) Seller's	s rejection of Buyer's notice of low appraisal.		18
	If Bu	Seller tim uyer's app	mely delivers consent to reduce the Purchase Price to an amount not opraisal, then Buyer shall be bound by Seller's response.	more than the amount specified in	19 20
3.	В	uyer's Re	deply.		21
	(a)	rejectio earlier,	shall have 3 days from Seller's notice of reappraisal or reconsider on of low appraisal or, if Seller fails to respond, the day Seller's respond, to (i) waive the appraisal contingency or (ii) terminate the Agreemy shall be refunded to Buyer.	sponse period ends, whichever is	22 23 24 25
	(b)	have 3	er proposes to reduce the Purchase Price to an amount more than B days to (i) accept and represent that Buyer has sufficient funds to ovision; or (ii) terminate the Agreement, in which event the Earnest Mo	close the sale in accordance with	26 27 28
	Bu Mo	yer's inac oney to B	action during this reply period shall result in termination of the Agre Buyer.	eement and return of the Earnest	29 30
4.	Clo	osing Da	ate. The Closing Date shall be extended as necessary to accommodate	e the foregoing times for notices.	31
5.	<b>W</b> a	<b>tiver.</b> Thi hin	nis appraisal contingency shall be deemed waived unless Buyer give days (20 days if not filled in) of mutual acceptance of this Ag	s notice of low appraisal to Seller reement.	32 33
	inc	luding bu	If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit ut not limited to structural, pest, heating, plumbing, roof, electrical, seated to pay for such inspections unless otherwise agreed.	it inspections required by lender, eptic, and well inspections. Seller	34 35 36

Form 22AC Loan/Lender Change Addendum Rev. 7/15 Page 1 of 1

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## LOAN/LENDER CHANGE ADDENDUM TO PURCHASE AND SALE AGREEMENT

Th	e following is part of the Purchase and Sale	Agreement dated		1	ĺ
be	tween		("Bt	uyer") 2	2
	Buyer	Buyer			
an	dSeller		("Se	eller") 3	3
	Seller	Seller			
CO	ncerning	City	(the "Prope	erty"). ∠	ŀ
any	e Financing Addendum (Form 22A) requires y time or the lender after the agreed upon ti e Financing Contingency.	s Buyer to secure Seller's	consent to change either the type of lo		ò
	SELLER'S CONSENT TO CHANGE TYPE	OF LOAN.		8	3
	Seller consents to Buyer changing the type	e of loan from	(the type of	floan 9	}
	Seller consents to Buyer changing the type agreed upon in Form 22A) to		. Buyer shall make application	on for 1	0
	this new loan within days (3 days	if not filled in) after receiv	ing Seller's consent. If Buyer does not t	imely 1	1
	apply, Buyer waives the Financing Continge	ency, including Paragraph	7 (Appraisal Less Than Sales Price).	1	2
	SELLER'S CONSENT TO CHANGE LENG			1	
	Seller consents to Buyer changing the lend	der from	(the lender to v	vhom 1	4
	Buyer originally applied during the time pe	riod for making the applic	eation) to	1:	5
	Buyer shall make application with this ne				
	Seller's consent. If Buyer does not timely a				
	(Appraisal Less Than Sales Price)			1	g

Form 22AD Increased Down Payment Addendum Rev. 4/21 Page 1 of 1

## INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

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The follo	owing is part of the Purchase and Sale Agreement dated	
between		("Buyer") 2
and	Buyer Buyer	/50 - H - 10
and	Seller Seller	("Seller") 3
concerni	Address City State Zip	(the "Property"). 4
	FINANCING ADDENDUM (FORM 22A). This Increased Down Payment for Laupersedes the "Appraisal Less Than Sale Price" provision in the Financing Addend	
a.	Additional Down Payment. If Buyer's lender's appraised value of the Property Price, Buyer shall pay additional funds up to \$	Buyer's Additional Funds") 8
b.	Buyer's Notice to Seller. If Buyer becomes aware that the sum of (a) lend (b) Buyer's Additional Funds is less than the Purchase Price, Buyer may deliver that fact, including a copy of the lender's appraisal, within days (3 d waives Paragraph 5 (Appraisal Less Than Sales Price) in the Financing Addendu be obligated to purchase the Property for the Purchase Price and may no Paragraph 1(b).	written notice to Seller of 12 ays if not filled in). If Buyer 13 m (Form 22A), Buyer shall 14
c.	Seller's Right to Reduce Price or Terminate. If Seller receives the above notice deliver notice to Buyer within days (3 days if not filled in): (a) reducing amount equal to lender's appraised value plus Buyer's Additional Funds, or (b) to in which case the Earnest Money shall be refunded to Buyer. If Seller fails to time shall terminate and the Earnest Money shall be refunded to Buyer.	the Purchase Price to an erminating the Agreement, 19
	PPRAISAL ADDENDUM (FORM 22AA). This Increased Down Payment for Londifies the Appraisal Addendum (Form 22AA) as follows:	ow Appraisal Addendum 22.
а	a. Disclosure of Contingent Funds. Buyer is relying on a loan or loans (the "Property, but this Agreement is not contingent on Buyer obtaining the L□\$; or □% of the Purchase price down, in add	oan(s). Buyer shall pay 25
b	Down Payment. If Buyer's appraised value of the Property is less Buyer shall pay additional funds up to \$ ("Buyer's ABuyer's down payment to close the sale. Buyer represents that Buyer has sufficient accordance with this Addendum. Buyer may not terminate the Agreeme value and (b) Buyer's Additional Funds are equal to or greater than the Purchase	additional Funds") towards 28 fficient funds to close this 29 nt if (a) Buyer's appraised 30
c.	b. Buyer's Notice to Seller. If Buyer becomes aware that the sum of (a) Buyer (b) Buyer's Additional Funds is less than the Purchase Price, Buyer may deliver that fact, including a copy of the appraisal, within days (3 days if no the appraisal contingency in the Appraisal Addendum (Form 22AA), Buyer shall the Property for the Purchase Price and may not give notice under this Paragraph	written notice to Seller of 33 t filled in). If Buyer waives 34 be obligated to purchase 35
d.	deliver notice to Buyer within days (3 days if not filled in): (a) rect on amount equal to the appraised value plus Buyer's Additional Funds, or (b) to in which case the Earnest Money shall be refunded to Buyer. If Seller fail Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	ducing the Purchase Price 38 rminating the Agreement, 39

Form 22ADN Notice for Form 22AD Rev. 3/21 Page 1 of 1

## NOTICE FOR INCREASED DOWN PAYMENT FOR LOW APPRAISAL ADDENDUM

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The following is pa	rt of the Purchase and Sale Agree	ment dated		
oetween			ſ	("Buyer")
Buyer		Buyer		( Dayor )
and				("Seller")
Seller		Seller		( Collor )
concerningAddress		City	State Zip (the "Pr	operty").
BUYER'S NOTICE	:			
Buyer gives not Payment for \$	ice that the sum of (a) the appraise Low Appraisal Addendum , which is an amou	ed value and (b) Buyer's A to Purchase and S int less than the Purchas	ale Agreement (Form 22A	d Down AD) is
Buyer	Date	Buyer		Date 1
ELLER'S RESPO	NSE:			1
\$	REDUCTION IN PURCHASE (an amount equal to to in Purchase Price is not a notice at	the appraised value plus	Buyer's Additional Funds), *A o	Price to 1: consent 1:
NOTICE OF TE Agreement. Se	RMINATION. Seller gives notice ler instructs the party holding the	e that Seller rejects Buye Earnest Money to disbure	er's notice and elects to termina se the Earnest Money to Buyer.	ate the 19
Seller	Date	Seller		17 Date 18

Form **22AN**Notice of Low Appraisal
Rev. 7/19
Page 1 of 1

#### NOTICE OF LOW APPRAISAL

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Th	e following is part of the Purchase a	nd Sale Agreement da	ated			
be	tween			("Buyer")		
	Buyer	Ві	uyer			
an	dSeller	Sr	eller	("Seller")		
СО	ncerning	Ci	ty State Zip	(the "Property").		
BL	YER'S NOTICE OF LOW APPRAIS					
	Buyer gives notice that Buyer's len of lender's appraisal is attached to		of the Property is less than the	Purchase Price. A copy		
	Buyer	Date	Buyer	Date		
SE	LLER'S RESPONSE:					
	NOTICE OF REAPPRAISAL/REC reconsideration of value has been promptly seek lender's approval of	n completed in an a	mount not less than the Purc	e that a reappraisal or f hase Price. Buyer shall		
	\$\ (an amount original appraiser, or an appraisal consent to the reduction in Purchas	not more than the a by another appraiser	mount <b>specified</b> in the apprais acceptable to Buyer's lender,	al or reappraisal by the 1 whichever is higher). *A		
	PROPOSAL TO REDUCE PUR \$ (an amount Purchase Price is not a notice and re	more than the appra	aised value of the Property). *A			
	NOTICE OF REJECTION OF LOV appraisal and (1) will not cause a r to a reduction of the Purchase Price	eappraisal or reconsi	deration of value to be complete	ed; (2) does not consent 2		
	N======			2		
	Seller	Date	Seller	Date 2		
RII	YER'S REPLY:			2		
_	NOTICE OF TERMINATION. Buy Money shall be refunded to Buyer.	er gives notice that !	Buyer elects to terminate this A			
	NOTICE OF WAIVER OF FINAN Financing Addendum (Form 22A).	CING CONTINGEN	CY. Buyer waives the finance			
	TOTAL COST					
	BUYER'S OPTION – FHA/VA/USE than the appraised value of the Pro Buyer is obtaining FHA, VA, or US *Buyer's notice that Buyer will close	<b>pe</b> rty pursuant to Par SDA fina <b>nci</b> ng and g	agraph 7(b)(ii) in the Financi <mark>ng</mark> ives notice <b>th</b> at Buyer will clos	Addendum (Form 22A). 3		
	Buyer	Date	Buyer	4 Date 4		

Form 22AR Financing Contingency Notice Rev. 3/21 Page 1 of 1

#### FINANCING CONTINGENCY NOTICE

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he followin	g is part of the Purchase a	and Sale Agreeme	ent dated			
etween						("Buyer'
	Buyer		Buyer			. ,
ıd	Seller		Seller			("Seller'
ncerning	Control		Jellel			(Ale e IID no monte d'
ricerring ,	Address		City		State Zip	(the "Property")
e followin	g notices are for use with t	he Financing Add	dendum (For	rm <b>22A)</b> :		
SELLER'	'S NOTICE TO PERFORM	1.				
does not	uests that Buyer waive the earlier waive the Financing of this notice.					
F <u>i</u>						
Seller		Date		Seller		Date
SELLER'	S NOTICE OF TERMINAT	TION.				
Seller pro	vided the above Notice to	Perform to Buyer	r at least 3 d	ays prior	to the delivery of	this notice. Buver has
not previo	ously waived the Financing	Contingency and	d therefore,	Seller give	es notice that Sel	ler elects to terminate
this Agree	ement. Seller instructs the	party holding the	Earnest Mo	ney to dis	burse the Earnes	st Money to Buyer.
			_			
Seller	Ÿ	Date	V: \$	Seller	No.	n Date
BUYER'S	NOTICE OF WAIVER OF	FINANCING CO	ONTINGENO	CY.		
Buyer wai	ves the Financing Conting	ency set forth in	Form 22A.			
•		,				
Buyer		Date	-: : <u></u>	Buyer		Date

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#### LIMITED WAIVER OF FINANCING CONTINGENCY ADDENDUM

Th	e followir	g is part of the Purchase and Sale Agreement	dated	1
be	tween _	Buver	("Buyer")	2
an	d b		Buyer ("Seller")	2
		Seller	Seller	
cor	ncerning	Address	City State Zip (the "Property").	4
1.	WAIVE! Addend	R OF FINANCING CONTINGENCY. Buyer warm (Form 22A).	vaives the financing contingency set forth in the Financing	5
2.	APPRA Price) su	SAL LESS THAN SALES PRICE. Paragraph rrvives Buyer's waiver of the financing conting	n 7 of the Financing Addendum (Appraisal Less Than Sales ency.	7 8
3.	NO RIG Addenda	HT OF TERMINATION. Seller may not term im (Seller's Right to Terminate).	ninate the Agreement under Paragraph 3 of the Financing	9 10



Form 90H Buyer's Notice of Waiver Rev. 4/01 Page 1 of 1 ©Copyright 2001 Northwest Multiple Listing Service ALL RIGHTS RESERVED

#### BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY

The following	ng is part of the Purchas	e and Sale Agreemen	t dated					
between _								("Buyer") <u>;</u>
-	Buyer		Buyer					
and								("Seller")
	Seller		Seller					· · · · · · · · · · · · · · · · · · ·
concerning							(the	"Property"). 4
	Address		City		Stat	e Zip		. , ,
contingency	tice of Waiver of Fina set forth in the Financir	ng Addendum.	Buyer	hereby	gives notic	e that Bu	uyer waives th	e financing (
Dinor		D-4-	- 52	D.				7
Buyer		Date		Buyer				Date

Form 901 Buyer's Notice of Termination Rev. 4/01 Page 1 of 1 ©Copyright 2001 Northwest Multiple Listing Service ALL RIGHTS RESERVED

#### **BUYER'S NOTICE OF TERMINATION (FINANCING UNAVAILABLE)**

The follow	ing is <mark>part</mark> of <b>the</b> Purch	hase and Sale Ag <b>reem</b> ent date	ed		
between					("Buyer")
	Buyer	Buye			(==,),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
and					("Seller") ;
	Seller	Selle			
concerning	l				(the "Property").
	Address	City		State Zip	(1111)
the Earnes	t Money.	ing, and Buyer hereby elects			

Buyer's Property Contingency Addendum Rev. 3/21 Page 1 of 2

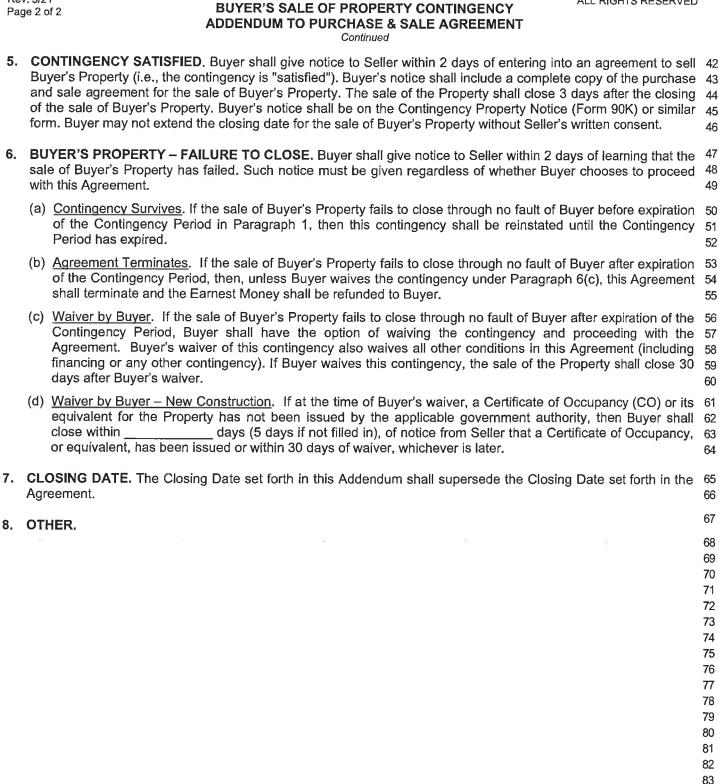
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#### **BUYER'S SALE OF PROPERTY CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT**

Th	e followin	ng is part of the Purchase and Sale Agreement dated		
be	tween		("Buy	er") 2
	_	Buyer Buyer	/#O . II	
an	J	Seller Seller	("Sell-	er) 3
cor	ncerning		(the "Propert	y"). 4
		Address City	State Zip	• /
1.		NGENT ON SALE OF BUYER'S PROPERTY. This Agr	reement is contingent on Buyer selling Buye	r's 5
	City of _	, State	e of (the "Buyer's Proper	ty") 7
	"Conting property do so, t Property terminat "selling"	efore (if not filled in, 45 days gency Period"). Buyer shall list Buyer's Property for sale or y with a licensed real estate firm within 5 days after mutual this contingency shall be deemed waived and Paragraph y or given notice waiving this contingency by the end of the te and the Earnest Money shall be refunded to Buyer. For " and "sold" shall mean that Buyer has entered into a value of Buyer's Property.	on a multiple listing service in the area serving all acceptance of this Agreement. If Buyer fails on 6(c) shall apply. If Buyer has not sold Buyer Contingency Period, then this Agreement so the purposes of this Addendum, the terms "se	the 9 s to 10 er's 11 hall 12 ell," 13
2.	written of (a) is co (b) has	SELLER'S CONSENT IS REQUIRED ON SALE OF BU consent before Buyer accepts any offer for the sale of Buy ontingent on the sale or closing of that (second) buyer's present a closing date less than 30 or more than 60 days from yer's Property.	ver's Property that: roperty; and/or	17 18
	Agreeme purchas default	r accepts any such offer without Seller's prior written conserent from Buyer's notice that the contingency is satisfied (vise and sale agreement for the sale of Buyer's Property) and Seller shall be entitled to remedies as provided for the Agreement shall not be affected.	which notice shall include a complete copy of and, upon Seller's termination, Buyer shall be	the 22 e in 23
3.	(Financia application acceptant continger for the L	APPLICATION. If this Agreement is contingent on Buying Addendum), Buyer shall make written application for ion fee, if required, for the subject Property within days (ency in this Addendum (from mutual acceptance if neither Loan(s) until after satisfaction of this contingency, the time ragraph 3 supersedes the requirement for Buyer's loan ap	the Loan(s) (defined in Form 22A) and pay days (5 days if not filled in) after mut (5 days if not filled in) after Buyer satisfies r box checked). If Buyer is not required to apelines in Form 22A shall not begin until that tir	the 27 tual 28 the 29 ply 30
	Seller had another by the exthis continger from the Earn similar from the continger from the Earn similar from	RTY REMAINS ON MARKET. Seller may keep the Property as received notice that Buyer has satisfied or waived this offer, Seller shall give notice to Buyer and shall give Buyer paragraph 1, whichever is tingency. If Buyer does not timely waive or satisfy this conest Money shall be refunded to the Buyer. Seller's not form, and Buyer's reply shall be on Bump Reply (For ency also waives all other conditions in this Agreement (is aives this contingency, the sale of the Property shall close	contingency. If prior to that time, Seller acce yer days (5 days if not filled in) s earlier (the "Bump Period") to waive or sati contingency, this Agreement shall terminate atice shall be on the Bump Notice (Form 44) and 46) or similar form. Buyer's waiver of the time including financing or any other contingency)	pts 34 or 35 sfy 36 and 37 or 38 this 39



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Date

Form 44 Bump Notice Rev. 7/15 Page 1 of 1

#### **BUMP NOTICE**

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(Notice that Seller has accepted another offer)

The following	ig is part of the Purc	hase and Sale Agreemen	t dated		
between _					("Buyer")
	Buyer		Buyer		
and					("Seller")
	Seller		Seller		
concerning					(the "Property").
•	Address		City	State Zip	
	notice that Seller ha	as accepted another offer m (Form 22B).	to p <b>urcha</b> se th	e Property as permitted	by the Buyer's Sale of
the Agreem		re expiration of the Bump and the Earnest Money to this notice.			
1					
Seller		Date	Seller		Date

Form 46 Bump Response Rev. 2/17 Page 1 of 1

#### **BUMP RESPONSE**

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The f	ollowing is part of the Purchase	and Sale Agreement dated		·
betwe				("Buyer")
	Buyer	Buyer		
and _	Seller	Seller		("Seller")
00000		Seller		(the "Droparty")
conce	Address	City	State Zip	(the "Property").
	o Response. In response to no e"), Buyer gives notice as follows	tice that Seller has accepted anotles:	her offer to purchase the	Property (the "Bump
	is not contingent on the sale	ntingency Satisfied. Buyer has a or closing of another property and ate Buyer accepted the offer (or as	I that will close no less t	han 30 days and no
	sale of Buyer's Property. If the	Buyer shall attach a copy of the co sale of Buyer's Property fails to cl 's Sale of Property Contingency A	ose, Buyer will give notic	
Q	Property; however, Buyer waiv	<ul> <li>Contingency Waived. Buyer yes the contingency in Buyer's Sa t by waiving this contingency, E on, financing, etc.).</li> </ul>	le of Property Contingen	cy Addendum (Form 1
_ 🗆		<ul> <li>Agreement Terminated. Buyer minated and the Earnest Money s</li> </ul>		
	8 A		70	<u> </u>
Buye	er	Date Buyer		Date

Form 90K Contingency Property Notice Rev. 3/21 Page 1 of 1

#### **CONTINGENCY PROPERTY NOTICE**

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Tł	e following is part of the Purchase and	Sale Agreement d	ated	
be	tween			("Buyer")
ar	Buyer	В	uyer	("Sollor")
ai	Seller	S	eller	("Seller")
CO	ncerning			(the "Property").
	Address	C	ity St	ate Z/p
	Buyer's Property Sold – Contingen contingent on the sale or closing of a days from the date Buyer accepted the	nother property an	d that will close no less	than 30 days and no more than 60
	For this notice to be effective, Buyer r of Buyer's Property. If the sale of Buy as required by the Buyer's Sale of Pro	er's Property fails	to close, Buyer must g	ive notice to Seller within two days,
	Failure to Close and Termination. Efail to close. This Agreement is termin			
	Failure to Close and Reinstatemen will fail to close. The contingency in until the Contingency Period expires.	t. Buyer hereby gi Buyer's Sale of Pi	ves notice that the sal roperty Contingency A	e of Buyer's Property has failed or ddendum (Form 22B) is reinstated
	Failure to Close and Waiver. Buyer close; however, Buyer waives the consuper understands that by waiving (including inspection, financing, etc.).	ntingency in Buyer	's Sale of Property Co	entingency Addendum (Form 22B).
	Waiver. Buyer has not accepted an Buyer's Sale of Property Continge contingency, Buyer waives all other contingency.	ncy Addendum (	Form 22B), Buyer u	nderstands that by waiving this
-			-	
Е	Buyer	Date	Buyer	Date
	Seller's Notice – First Buyer's Cont that First Buyer responded to the Contingency. The Second Sale Agree Buyer.	Bump Notice an	d satisfied or waived	First Buyer's Sale of Property :
	Seller's Notice – First Buyer Term Buyer responded to the Bump Notice Closing.			
Sel	er	Date	Seller	Cate

#### BUYER'S REQUEST FOR SELLER'S CONSENT - CONTINGENT SALE

The following is part of the I	Purchase and Sale Agreement of	dated		×
between		Buyer		("Buyer")
and		Buyer		("Seller")
Seller		Seller	*****	( coner )
concerning		City	State Zip	(the "Property").
		,		
Buyer's Request. Buyer re	equests that Seller consent to th	e following regard	ing the sale of the Co	ntingency Property:
Buyer	Date	Buyer		Date
20,0	Bato	Dayer		Date
Check the applicable box:				
☐ Seller's Notice of Cons	sent-Delayed Closing. Seller	hereby gives notic	e of Seller's consent	for Buyer to extend
the Closing Date for the agreement dated	sale of the Contingency Proper	rty to	, pursuant to the	purchase and sale
agreement dated	<del></del>			
Seller	Date	Seller	~~~	Date
Collet	Date	Jellel		Date
Seller	e of that buyer's property.  Date	Seller		Date
Contingency Property	sent-Pending Sale. Seller he pursuant to the purchase and sing of a pending sale of that buy	id sale agreeme		
Colley Date				
Seller Date		Seller		Date
Contingency Property pu	sent-Extended Closing. Seller ursuant to the purchase and sa han 60 days from the date of mu	ale agreement dat	ice of Seller's consen	t to the sale of the, which provides
Seller	Date	Seller	00.64	Date
Contingency Property pu	ent-Expedited Closing. Selled ursuant to the purchase and sa an 30 days from the date of mut	ile agreement dat		
Seller	Date	Seller		Date

Form 22Q Buyer's Pending Sale Rev. 2/17 Page 1 of 1

## BUYER'S PENDING SALE OF PROPERTY CONTINGENCY ADDENDUM

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The to	ollowing is part of the	ne Purchase an	d Sale Agreement d	ated			1
betwe	en	100	В	uyer	-	("Buyer")	2
and _	Seller		S	eller		("Seller")	3
concer	ning			ity	State Zip	_(the "Property").	4
1.	pursuant to the complete purcha	located at purchase and s se and sale ag	sale agreement date	ed	tingent on the closing (the "Penattached to this Agreasibility, or any other	ding Sale"). The	5 6 7 8 9
2.	PENDING SALE	CLOSING DA		ot extend the Closi	ng Date of the Pend	ding Sale, if such 1	10 11
3.	shall terminate a contingency by p	nd the Earnest providing notice	Money shall be ref	unded to Buyer. Ho waiver simultaneou	does not timely close owever, Buyer may e sly with notice that t 5 below shall apply.	elect to waive this 1 the Pending Sale 1	12 13 14 15
4.	Pending Sale has	s failed. Such n	OSE. Buyer must on the object of the object	regardless of wheth	er within 2 days of ner Buyer chooses to be in default.	proceed with this 1	
5.	BUYER'S WAIVE Agreement (include	ER. Buyer's wai ding, without lin	ver of this continger nitation, any inspecti	ncy constitutes the von, financing, or oth	vaiver of all other conner contingency).		19 20
<b>5</b> .	OTHER.					2 2 2 2 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3	99 80 31 32 33 34 35 36 37 88 99 90
						4 <sup>2</sup>	



Date

Form 90U Pending Sale Notice Rev. 7/19 Page 1 of 1

#### **BUYER'S PENDING SALE CONTINGENCY NOTICE**

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93	Seller		("Seller")
38			
38	City		(#E III)
SS	City		_(the "Property").
		State Zip	
of Property Contingency Addend	lum (Form 22Q) has fa	at the Pending Sale identification in the second state of the second sec	ed in the Buyer's s Agreement shall
has not <b>closed</b> , Buyer hereby ele It <b>ing</b> ency, and agrees to close th	ects to <b>proceed with</b> this sale as provided in	his Agreement, waives the the Agreement. Buyer und	Pending Sale of derstands that by
i h	of Property Contingency Addended the Earnest Money shall be refuted though the Pending Sale identification as not closed, Buyer hereby electingency, and agrees to close the ending Sale of Property Contin	of Property Contingency Addendum (Form 22Q) has far the Earnest Money shall be refunded to Buyer.  though the Pending Sale identified in the Buyer's Pendas not closed, Buyer hereby elects to proceed with tringency, and agrees to close this sale as provided in ending Sale of Property Contingency, Buyer waives	though the Pending Sale identified in the Buyer's Pending Sale of Property Continuas not closed, Buyer hereby elects to proceed with this Agreement, waives the ingency, and agrees to close this sale as provided in the Agreement. Buyer uneending Sale of Property Contingency, Buyer waives all other remaining continuations.

Form 22C Seller Financing Addendum Rev. 7/19 Page 1 of 4

## SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

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TI	ne fo	llowing is part of the Purchase and Sale Agreement dated	1
be	etwe	en ("Buyer")  Buyer Buyer ("Buyer")	2
ar	nd	Seller Seller ("Seller")	3
CC	nce	Thing (the "Property").	4
1.	G	ENERAL TERMS	5
	A.	<b>Limited Use.</b> Buyer represents that the Property $\square$ will; $\square$ 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
		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 17 18 19
	C.	<b>Limited Practice Board Forms.</b> 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.	<b>Attorney Review</b> . Buyer and Seller are <b>advi</b> sed to seek the counsel of an attorney to review the <b>terms</b> of this Agreement <b>and</b> this Agreement is <b>conditioned</b> upon review and approval by counsel for Buyer <b>and</b> Seller. Unless a party gives written notice of disa <b>pproval</b> of this Agreement within days (5 <b>days</b> if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived).	22 23 24 25
		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	26 27 28 29 30 31
	E.	<b>Prior Indebtedness and Security</b> . 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.	PA	YMENTS TO SELLER AND METHOD OF PAYMENT	34
	A.	<b>Down Payment</b> . 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



Form 22C Seller Financing Addendum Rev. 7/19 Page 2 of 4

## SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT Continued

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B. Interest Rate. The balance of the Purchase Price (the "Indebtedness") shall accrue interest at \_\_\_ annum. Interest will begin to accrue on 🗅 Closing; 🗅 \_\_\_\_\_\_(Closing if not checked). 39 C. Payments to Seller. Buyer shall pay (check applicable box): 40 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 shall continue on the day of each succeeding (check applicable box); ☐ calendar month; ☐ third calendar month; sixth calendar month; twelfth calendar month; Other: \_\_\_\_\_ D. Promissory Note and Deed of Trust 47 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. **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. Deed of Trust) securing the Property; or 52 b. D LPB Form 22A (Deed of Trust with Due on Sale and Due Date) securing the Property. The parties 53 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 56 and payable, unless prohibited by applicable law." 57 iv. Due Date. The balance of principal and accrued interest shall be due and payable in full on \_\_\_\_\_ 58 day of \_\_\_\_\_\_. 59 v. **Default and Default Interest**. During any period of Buyer's default, the principal shall bear interest at the % 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 64 notice, Seller may declare all outstanding sums immediately due and payable. 65 vi. Prepayment. Buyer may prepay all or part of the balance owed under this Agreement at any time without 66 penalty. vii. O No Further Encumbrances. Buyer shall not further encumber the Property until Seller has released 68 Seller's security interest in the Property. If selected, the Deed of Trust shall include the following provision: 69 As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not 70 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 72 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 75 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. 77 mechanic's or materialmen's lien or any other type of encumbrance or title defect. 78



Form 22C Seller Financing Addendum Rev. 7/19 Page 3 of 4

#### SELLER FINANCING ADDENDUM TO PURCHASE AND SALE AGREEMENT

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	Ε	. 🗆	☐ Real Estate Contract		79
			Note: If the Property is primarily for agricultural purposes, then a non-judicial foreclosure is available only by using a real estate contract.	e/forfeiture remedy	80 81
		i	Real Estate Contract. The parties agree to sign LPB Form 44 (Real Estate Contract). to initial and make applicable the following Optional Provisions in LPB Form 44 if the corchecked:	The parties agree responding box is	82 83 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 y	ear shall be	89
			\$ per)		90
		II.	.   Cash Out. The entire balance of principal and interest shall be due and payable in ful	I not later than	91
					92
2	A C		MATER HARDERS VINCOUNT OF THE STREET		
Э.	AS	SOIN	UMED UNDERLYING OBLIGATIONS AND METHOD OF PAYMENT		93
	Α.		Assumed Obligations. Buyer shall assume the following obligations \$		94
	B.	Cor	consent of Holder of Underlying Obligation. If there is an existing Deed of Trust, Real E	Estate Contract or	95
		othe	ther encumbrance which is to remain unpaid after Closing and its terms require the holder	state contract of	96
		sale	ale, Buyer agrees to promptly apply for such consent upon mutual acceptance of this	Agreement. This	97
		Agr (15	greement is subject to the written consent of the holder of the underlying obligation within	days	98
		by s	5 days if not filled in) of mutual acceptance. If the holder's written consent to this Agreeme y such date, this Agreement shall terminate, and the Earnest Money shall be refunded to Bu	nt is not obtained	99 100
		•	, and the Edition Money and the Bo	1 y C 1 1 5	100
	C.		Seller Wrap of Existing Loan.		101
		Pay	ayments. From the payments by Buyer to Seller, Seller will pay the month	ly payments of	102
		\$	due on an existing loan by	(the lender)	103
		navi	aving an approximate present principal balance of \$	_ with interest at	104
		rem:	— % per annum computed on the unpaid principal and secured by the Proper mains the obligation of the Seller and Seller agrees to pay such obligation in accordance with the contract of the Seller and Seller agrees to pay such obligation in accordance with the contract of the seller and Seller agrees to pay such obligation in accordance with the contract of the c	ty. Such balance	105
		cond	onditions. Buyer shall have the right to remedy any default on the underlying obligation, p	vitin its terms and	106
		not i	of in default to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.	novided bayer is	107
					,50
	D.		Cash Down to Existing Loan.		109
		i.	Type of Loan. Buyer agrees to assume, at Closing, an existing   Deed of Trus	st; 🗆 Mortgage;	110
		:	Real Estate Contract securing the Property and to pay the balance of the Purchas	se Price in cash,	111
		1	including Earnest Money, at Closing. The assumed loan $\square$ is; $\square$ is not an Adjustable ("ARM"). The monthly payments could increase or decrease if the assumed loan is an AR	Rate Mortgage	<ul><li>112</li><li>113</li></ul>
			The many of the money paymone oddig moregae of georgase if the assumed idantis an Ar	IVI	



Form 22C Seller Financing Addendum Rev. 7/19 Page 4 of 4

## SELLER FINANCING ADDENDUM

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ALL RIGHTS RESERVED TO PURCHASE AND SALE AGREEMENT Continued Loan Amount and Payments. The assumed loan has a principal balance of approximately 114 and is payable in monthly installments of approximately % per annum computed on the declining 116 including interest at principal balance, and including  $\square$  real estate taxes;  $\square$  hazard insurance. Seller shall pay any 117 delinquencies at Closing. 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. iv. D 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 days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 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 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 (established and paid for equally if not filled in). 135 Closing Agent I may; I may not (may if not checked) collect Collection Account set-up fees and annual 136 escrow fees at Closing. 137 ☐ 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. 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 preal property taxes: 143 ☐ insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing 144 Agent  $\square$  may,  $\square$  may not (may if not checked) collect the initial deposit for taxes and insurance at Closing. 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 years (3 years if not filled in); (iii) uverification of Buyer's employment 148 returns for the prior from Buyer's employer; and (iv) a other 149 Buyer will provide Seller with all applicable information including a credit report and score (if applicable) 150 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



policy does not exceed the cost of a standard policy by more than ten percent (10%).

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

Date

Form 22CIC Common Interest Community Rev. 7/18 Page 1 of 1

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## COMMON INTEREST COMMUNITY ADDENDUM TO PURCHASE & SALE AGREEMENT

Th	e following is part of the Purchase and	Sale Agreement dated		. 1
bei	tween		("Buyer")	2
	Buyer	Buyer	( - 1, 1	_
an			("Seller")	3
	Seller	Seller	, ,	
cor	ncerningAddress	City	State Zip (the "Property").	4
1.	Common Interest Community. The RCW 64.90.	Property is a part of a Commo	n Interest Community ("CIC") as defined in	5
		d before July 1, 2018 that have	and miscellaneous communities created amended their governing documents to	7 8 9
2.	Public Offering Statement or Resale	• Certificate (whichever is applic	cable):	10
	☐ received; ☐ deliv	er to Buyer days afte	er mutual acceptance.	11
	RCW 64.90. If Buyer has not red Statement to Buyer by the date Offering Statement unless, within	eived a Public Offering Stateme specified above. Buyer shall be 7 days following receipt, Buyer	ublic Offering Statement is required by ent, Seller shall deliver a Public Offering e deemed to have approved the Public gives notice of disapproval of the same. It shall terminate and the Earnest Money	12 13 14 15 16
	has not received a Resale Certific above. Buyer shall be deemed t	ate, Seller shall deliver a Resale on have approved the Resale Cesapproval of the same. If Buyer of	icate is required by RCW 64.90. If Buyer Certificate to Buyer by the date specified ertificate unless, within 5 days following disapproves the Resale Certificate, this ded to Buyer.	18 19 20 21 22

Form 27CIC Common Interest Cmty Resale Cert. Rev. 7/18 Page 1 of 4

#### COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

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	Unit Number/Address:	1
	Common Interest Community:	2
	Buyer: Buyer Buyer	3
	Buyer Buyer	
pr th	estructions: This form or a statutory equivalent must be prepared by the association's officer or its authorized agent. It cannot be repared by the real estate broker. The preparer must answer each question and attach every exhibit listed. The preparer must sign is certificate. If there is insufficient space to fully answer any question, or there is additional information which would affect any aswer, the preparer should include the additional information in Section 20 (Remarks).	, 5
fo	purchaser is not liable for any unpaid assessment or fee greater than the amount set forth below. A unit owner is not liable to a purchase r the failure or delay of the association to provide the certificate in a timely manner, but the purchase contract is voidable by the purchase ntil the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first.	r 8 r 9 10
Th	ne information furnished is based on the books and records of the association and the actual knowledge of the preparer.	11
1.	RIGHT OF FIRST REFUSAL/RESTRAINT ON ALIENATION. There $\Box$ is; $\Box$ is not a right of first refusal or other restraint on the free alienability of the unit contained in the declaration. If there is, please describe:	12 13
		14
		15
2.	ASSESSMENT (a) The assessment currently due for the unit is \$	16 17
	(b) Past due and unpaid monthly assessments against the unit total \$	. 18
	(c) There are special assessments levied against the unit totaling \$, of which \$ is past due, and the balance is payable per □ month; □ other (describe):	19 20
		21 22
3.	DELINQUENT ASSESSMENTS. As of (must be a date within the past 45 days) there are assessments against units in the association that are past due over 30 days: □ none; □ totaling \$	23 24
4.	<b>DELINQUENT ASSOCIATION OBLIGATIONS</b> . As of (must be a date within the past 45 days) there are monetary obligations of the association which are past due over 30 days: □ none; □ totaling \$	25 26
5.	FEES. The following fees are payable to the association by unit owners: □ fines for violation of rules; □ late payments; □ movein; □ move-out; □ resale certificate; □ record copying; □ parking; □ storage; □ rental of units; □ use of common facilities (describe):	27 28 29
		30 31
	☐ Other (describe):	32
		33 34
6.	ANTICIPATED EXPENDITURE, REPAIRS, OR REPLACEMENT COST.	35
	(a) There □ are; □ are not any reasonably anticipated expenditure, repair, or replacement cost in excess of 5% of the board-approved annual budget of the association, regardless of whether the unit owners are entitled to approve such cost.	
	If there are, the amount is \$	38



Form 27CIC Common Interest Cmty Resale Cert. Rev. 7/18 Page 2 of 4

#### COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

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7.	RE	SERVE STUDY. The association □ does; □ does not have a reserve study prepared in accordance with RCW 64.90.	39
8.	UN	SATISFIED JUDGMENTS AND LEGAL ACTIONS. There are unsatisfied judgments against the association, as follows:	40
		none; 🗆 totaling \$	41
	The	ere are legal actions in which the association is a party or claimant: $\Box$ none; $\Box$ as follows (state parties, nature of the claims(s), ounts claimed, and the status of the claim):	42 43
			44
			45
9.	INS	SURANCE.	46
	(a)	The insurance broker or agent for the association's insurance policy is:	47
		Name:	48
		Address:	49
		Phone: F-mail:	50
	(b)	Describe any insurance coverage carried by the association:	51
		, , , , , , , , , , , , , , , , , , , ,	52
			53
10.	that	STING USES, ALTERATIONS, OR IMPROVEMENTS. The board \(\sigma\) has; \(\sigma\) has not given or received notice in a record any existing uses, occupancies, alterations, or improvements in or to the seller's unit or to the limited common elements cated to that unit violate any provision of the governing documents. If there are, please describe:	54 55 56
			57 58
11.	DEC	CLARANT.	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	
		transferred control of the association.	62
12.	ENV	IRONMENTAL, HEALTH, AND BUILDING CODE. The board □ has; □ has not received notice in a record from a	63
	gove	ernmental agency of any violation of environmental, health, or building codes with respect to the seller's unit, to the limited mon elements allocated to that unit, or any other portion of the common interest community that has not been cured. If there please describe:	64
			67
			68
13.	LEA	SEHOLD ESTATE. There 🔾 is; 🗘 is not any leasehold estate affecting the common interest community. If there is, please	69
	desc	ribe (including any extension or renewal provisions thereof):	70
			71
			72 73
14.	RES'	TRICTIONS ON AMOUNTS UPON SALE. There □ are; □ are not any restrictions in the declaration affecting the amount	74
	that r	may be received by a unit owner upon sale. If there are, please describe:	75
		ġ.	76 77
			77 78

Form 27CIC Common Interest Cmty Resale Cert. Rev. 7/18 Page 3 of 4

## COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

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15.			SALE OR ENCUMBRANCE OF COMMON ELEMENTS. There □ are; □ are not any pending sale or encumbrance in elements. If there are, please describe:	79 80
				81 82
16.			TIONS ON USE, OCCUPANCY, AND LEASE. There $\Box$ are; $\Box$ are not any restrictions on the owner's right to use or a unit or to lease the unit to another person. If there are, please describe:	83 84
				85 86 87
18.	WA	ARRAN	TIES AND WARRANTY CLAIMS.	88
	(a)	The u	nits □ are; □ are not covered by a qualified warranty.	89
	(b)	The c	ommon elements □ are; □ are not covered by a qualified warranty.	90
	(c)	Claim	s 🔾 have; 🔾 have not been made under the warranty. If claims have been made, for each, please describe:	91
			he type of claim that was made;	92
			he resolution of the claim; he type of repair performed;	93 94
		(iv) T	he date of the repair;	95
			he cost of the repair; and he name of the person or entity who performed the repair.	96 97
17.			<b>TRICTIONS</b> . There □ are; □ are not any age-related occupancy restrictions affecting the common interest community. e, please describe:	98 99
				100 101
19.	EXI	HIBITS.	. The following exhibits must be attached:	102
	(a)	Declar	ation, and any amendments thereto, and the organizational documents.	103
	(b)	Assoc	iation rules and regulations, and any amendments thereto.	104
	(c)	Minute	es of board meetings and association meetings for the last 12 months.	105
	(d)	Annua preced		106 107
	(e)	The m	ost recent balance sheet and revenue and expense statement, if any, of the association.	108
	(f)	Curren	at operating budget of the association.	109
	(g)			110 111
	(h)	Associ	ation current reserve study. Check the box that applies:	112
		(i) 🗆		113
		(ii)	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	114 115 116 117

Form 27CIC Common Interest Cmty Resale Cert. Rev. 7/18 Page 4 of 4

#### COMMON INTEREST COMMUNITY (RCW 64.90) RESALE CERTIFICATE

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20.	<b>REMARKS.</b> (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).	118 119
		120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 147 148 149 149 149 149 149 149 149 149 149 149
		150
Date:		151
I certi	ify under penalty of periury that I am the	
author	rized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and	152 153 154
	Association By 1	155
	Preparer	
	gwlodgo receipt of the chave Beerle Certificate that it was a first the characteristic transfer of the characteristic transf	56 57 58 59
Buyer	D. I	60
payer	Date Buyer Date	



Form 22D Optional Clauses Addendum Rev. 3/21 Page 1 of 2

## OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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Th	ne fo	llowi	ng is part of the Purchase and Sale	Agreement dated		_ 1
be	twe	en			("Buyer"	) 2
		8	Buyer	Buyer	( Duyo.	, 2
an	nd		0.41		("Seller"	) 3
			Seller	Seller	(1 NP	
CO	nce	rning	Address	City	(the "Property")	. 4
Cŀ	HEC	K IF	INCLUDED:			5
1.		con any the	cerning: (a) the lot size or the accur improvements on the Property; (c)	racy of any information prov whether there are any encr acent properties. Buyer is a	and Buyer Broker make no representations ided by the Seller; (b) the square footage o oachments (fences, rockeries, buildings) or dvised to verify lot size, square footage and	of 7
2.	for	m of		ince. The parties have the d	s Seller is to provide the then-current ALTA option to provide less coverage by selecting a Coverage Policy:	
			apply for the then-current ALTA	form of Owner's Policy of protection endorsements, i	ler or Closing Agent, at Seller's expense, to Fitle Insurance, together with homeowner's f available at no additional cost, rather than	s 15
			an ALTA or comparable Extende Policy of Title Insurance. Buyer s	ed Coverage Policy of Title shall pay the increased cos nium over that charged for	sing Agent, at Seller's expense to apply for e Insurance, rather than the Homeowner's ts associated with the Extended Coverage Homeowner's Policy of Title Insurance and	s 19 e 20
3. F			er Cleaning. Seller shall clean the the Property prior to Buyer taking		s and remove all trash, debris and rubbish	23 24
4.		not		y personal property remain	ve all personal property from the Property ng on the Property thereafter shall become r determines.	
5.		□ p □ ir □ c	rigation water (specify provider) able (specify provider)	nain; □ septic tank; □ well (	he Property is connected to: specify type) natural gas; □ telephone; □ electricity; specify provider);	30
6.		the		n has not yet been selecte	ral Trade Commission Regulations require d, FTC regulations require Seller to furnish	
		WAI	L INSULATION: TYPE:	THICKNESS:	R-VALUE:	36
		CEII	ING INSULATION: TYPE:	THICKNESS:	R-VALUE:	37
		OTH	IER INSULATION DATA:			_ 38



Form 22D Optional Clauses Addendum Rev. 3/21 Page 2 of 2 ©Copyright 2021 Northwest Multiple Listing Service ALL RIGHTS RESERVED

## OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

7.		Leased Property Review Period and Assumption. Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: □ propane tank; □ security system; □ satellite dish and operating equipment; □ other	39 40 41
		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.	42 43 44 45 46 47 48
8.		<b>Homeowners' Association Review Period.</b> 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:	49 50 51
		<ul> <li>a. Association rules and regulations, including, but not limited to architectural guidelines;</li> <li>b. Association bylaws and covenants, conditions, and restrictions (CC&amp;Rs);</li> <li>c. Association meeting minutes from the prior two (2) years;</li> <li>d. Association Board of Directors meeting minutes from the prior six (6) months; and</li> <li>e. Association financial statements from the prior two (2) years and current operating budget.</li> </ul>	52 53 54 55 56
		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.	57 58 59 60 61
9.		<b>Homeowners' Association Transfer Fee.</b> 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 $\square$ Buyer; $\square$ Seller (Seller if not filled in).	62 63 64 65
10.		<b>Excluded Item(s).</b> 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):	66 67 68
			69 70
11.		<b>Home Warranty.</b> 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:	71 72
		a. Home warranty provider:	73
		b. Seller shall pay up to \$ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.	74 75
		c. Options to be included:	76
			77
		d. Other:	78
12.		Other.	<b>7</b> 9
	_		80
			81 82
			83
			84 85



Form 90W Notice of Termination Rev. 7/15 Page 1 of 1 ©Copyright 2015
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## BUYER'S NOTICE OF TERMINATION (HOMEOWNERS' ASSOCIATION REVIEW – FORM 22D)

The following	ig is part of the Purchas	e and Sale Agreement date	d			1
between _					("Buyer")	2
-	Buyer	Buyer			The Control of Control of	_
and					("Seller")	3
8	Seller	Seller			· · · · · · · · · · · · · · · · · · ·	
concerning					(the "Property").	4
0	Address	City		State Zip		
(Homeowne	ers' Association Review disapproves the Associa	(Homeowners' Association Period) of the Optional Clau tion documents and elects t	ses Addendum (I	Form 22D), Buy	er hereby gives notice	6
Buyer		Date	Buyer		Date	8

#### **FIRPTA CERTIFICATION**

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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	j:		
<b>PROPERTY.</b> I am the Seller of real property □ at:			
A	<u> </u>		
Address or ☐ (if no street address) legally described on the attached.	City	State	Zip
CITIZENSHIP STATUS.    AM AM NOT a non-resident a foreign trust, foreign estate or other foreign business entity) for	lien (or a foreign corporation purposes of U.S. income ta	on, foreign xation.	partnership,
TAXPAYER I.D. NUMBER.  My U.S. taxpayer identification number (e.g. social security number)	mber) is	oulded by Sa	llor at Closing)
ADDRESS.	(Tax I.D. Humber to be pr	Ovided by St	aler at Closing)
My home address is			
Address	City	State	Zip
Under penalties of perjury, I declare that I have examined this Ce it is true, correct and complete. I understand that this Certification ("IRS") and that any false statement I have made here could be put	n may be disclosed to the Int	ternal Rev	
Seller Date Sel	ler		Date
BUYER CERTIFICATION (Only applicable if Seller is a non-res	sident alien).		14
If Seller <u>is</u> a non-resident alien, and has not obtained a release 15% of the amount realized from the sale and pay it to the statement below is correct:			
☐ Amount Realized (\$300,000 or less) and Family Resider am to pay for the property, including liabilities assumed exceed \$300,000; and (b) I certify that I or a member of property for at least 50% of the time that the property is twelve month periods following the date of this sale. If Buyer	and all other consideratio my family* have definite p used by any person during	n to Selle lans to re each of	er, does not eside on the the first two
Amount Realized (more than \$300,000, but not exceeding (a) I certify that the total price that I am to pay for the proconsideration to Seller, exceeds \$300,000, but does not member of my family* have definite plans to reside on the property is used by any person during each of the first two sale. If Buyer certifies these statements, then Closing Age the sale and pay it to the IRS.	operty, including liabilities a exceed \$1,000,000; and (but he property for at least 50% to twelve month periods follows.)	ssumed a  b) I certify  of the ti  owing the	that I or a me that the date of this
* (Defined in 11 U.S.C. 267(c)(4). It includes brothers, siste	rs, spouse, ancestors and lir	neal desce	endants).
Under <b>penalti</b> es of perjury, I declare that I have <b>exam</b> ined this belief both statements are true, correct and complete. I underst IRS and that any false statement I have made here could be pu	and that this Certification ma	ay be disc	osed to the
Buyer Date Buyer	er		Date

Form 90 FIRPTA FIRPTA Notice Rev. 3/21 Page 1 of 1

#### **BUYER'S FIRPTA NOTICE**

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io ionoving	g is part of the Purchase and	r care rigicoment a			
etween				("Buye	er")
	Buyer	В	uyer		
nd	Seller		eller	("Selle	er")
	Const		eliei	// IID	
ncerning _	Address	C	ity	State Zip (the "Property	<b>/</b> ″).
	g notices are for use with the the Purchase and Sale Agree		nd Foreign Investm	ent in Real Property Tax Act ("FIRPT	A")
BUYER	'S RIGHT TO TERMINATE	NOTICE.			
may ter		time 3 days after d		ertification to the Closing Agent. Bute if Seller does not earlier provide	
Buyer		 Date	Buyer	Dat	— :е
BUYER'	'S NOTICE OF TERMINATI	ON.			
Seller di				nt. Buyer gave notice to Seller, tha may terminate this Agreement any ti	
	iled to provide the FIRTPA of lects to terminate this Agree			erefore, Buyer hereby gives notice the st Money.	nat
Buyer		Date	Buyer	Dat	— : е

Form 22EF Evidence of Funds Addendum Rev. 7/19 Page 1 of 1

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

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The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ between \_\_\_ ("Buyer") concerning \_\_\_\_\_\_ \_\_\_\_(the "Property"). DEFINITIONS. 1. 5 a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has 6 sufficient cash or cash equivalent in United States funds. b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no 8 contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 9 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 10 c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another 11 source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of 12 other property or stock, retirement funds, foreign funds, a gift, or future earnings. 13 2. D EVIDENCE OF NON-CONTINGENT FUNDS. Buyer is relying on Non-Contingent Funds for payment of the 14 Purchase Price. Buyer shall provide Evidence to Seller of such funds within days (3 days if not 15 filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price, Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this 19 Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this 20 Addendum, the Earnest Money shall be refunded to Buyer. 21 3. DISCLOSURE OF CONTINGENT FUNDS. Buyer is relying on Contingent Funds for the Purchase Price: 22 ☐ Loan: 23 ☐ Sale of the following owned by Buyer: ☐ Gift of \$ \_\_\_\_\_ from \_\_\_\_ ☐ Funds not readily convertible to liquid United States funds (describe): ☐ Other (describe): 28 Buyer shall provide Evidence to Seller \_\_\_\_\_ days (10 days if not filled in) prior to Closing that the funds 29 relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely 30 provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest 33 Money shall be refunded to Buyer. 34 If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections 35 required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and 36 well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 37 4. BUYER DEFAULT. If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing. Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement.



Form 90EF Notice for Form 22EF Rev. 3/21 Page 1 of 1

## NOTICE OF TERMINATION PURSUANT TO EVIDENCE OF FUNDS ADDENDUM

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Th	ne following is part of the Purchase a	nd Sale Agreement o	fated		1
be	tween		Buyer	("Buyer")	2
an			•	("Seller")	3
со	ncerningAddress		Seller  City State	(the "Property").	4
SE	LLER'S NOTICE OF TERMINATIO	N			5
□	Buyer failed to timely provide Evid Funds Addendum to Purchase ar Agreement and instructs the party	d Sale Agreement (	Form 22EF). Accordingly	y, Seller elects to terminate the	6 7 8
	Seller	Date	Seller	Date	J
	Buyer failed to timely provide Evide Addendum to Purchase and Sale A and instructs the party holding the	greement (Form 22E Earnest Money to dis	EF). Accordingly, Seller el burse the Earnest Money	ects to terminate the Agreement to Buyer.	10 11 12 13
	Seller	Date	Seller	Date	

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 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.

possible. The appraisal is not a ho	ome inspection. I/we will make	f I/we wish to get a home i <mark>nspection</mark> , it is bed a a voluntary choice whether to get a home in Your lender may not perform a home inspect	spection. A home
your lender may guarantee the co	ndition of the home. Health ar	nd safety tests can be included in the home i	nspection 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.



Form 22 FSBO For Sale by Owner Rev. 3/09 Page 1 of 1

## FOR SALE BY OWNER ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated					1
between	Buyer	Buyer		("Buyer")	2
and	Seiler	Seller		("Seller")	3
concerning	Address	City	State 7in	(the "Property").	4

- 1. DISTRESSED HOME. Seller warrants that the Property [] is; [] is not a "Distressed Home." A "Distressed Home" 5 (fully defined in RCW 61.34) is a dwelling in a one-to-four family residence, a condominium unit, a residential 6 cooperative unit, a residential unit in any other type of planned unit development, or a manufactured home, which 7 has been occupied by the owner as the owner's primary residence within 180 days of mutual acceptance of this 8 Agreement that is (1) in the process of foreclosure or in danger of foreclosure because (a) Seller has defaulted on 9 a mortgage; (b) Seller is at least thirty days delinquent on a loan secured by the Property; or (c) Seller believes 10 that Seller is likely to default on such mortgage or loan within four months due to a lack of funds; or (2) at risk of 11 loss due to nonpayment of taxes.
- 2. CLOSING DATE IS NOT WITHIN 20 DAYS OF A FORECLOSURE SALE. Seller warrants to Buyer that mutual 13 acceptance of the Agreement and the Closing Date in the Agreement are not within twenty (20) days of an 14 advertised or docketed foreclosure sale. Seller further warrants that if a foreclosure sale is scheduled within 15 twenty (20) days of mutual acceptance or the Closing Date, Seller will provide immediate written notice of that fact 16 to Selling Licensee and Buyer. If Seller provides such notice, Buyer may, in Buyer's sole discretion, elect to 17 terminate this Agreement within five (5) days of such notice by providing written notice to Seller. In the event 18 Buyer timely elects to terminate this Agreement, Seller shall reimburse Buyer for all out of pocket expenses 19 incurred or committed by Buyer in connection to this Agreement, including, without limitation, inspection fees, loan 20 application fees, and title commitment cancellation fees, and the Earnest Money shall be refunded to Buyer.
- 3. POSSESSION DATE. If the Property is a Distressed Home and the Possession Date on page one of the 22 Agreement is after the Closing Date, notwithstanding the Possession Date on page one, the Possession Date 23 shall be on the Closing Date, unless otherwise agreed in writing.



Form 22J Lead Based Paint Disclosure Rev. 3/21 Page 1 of 2

Buyer Initials

Date

Buyer Initials

Date

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

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etween				
	Buyer	Buyer		("Buyer"
nd	Seller			("Seller"
oncernin		Seller City	State Zip	(the "Property").
ead War	ning Statement			
notifie risk of includi poisor require inspec	purchaser of any interest in residentice of that such property may present exployed developing lead poisoning. Lead poising learning disabilities, reduced into hing also poses a particular risk to provide the buyer with any interest in the seller's possession an ament or inspection for possible lead-	posure to lead from leasoning in young childre elligence quotient, belingnant women. The seinformation on lead-bid notify the buyer of	ad-based paint that may plain may produce permanent read in problems and impeller of any interest in residence paint hazards from any known lead-based p	ace young children at neurological damage, aired memory. Lead ential real property is risk assessments or aint hazards. A risk
OTE: In	the event of pre-closing possession of	of more than 100 days	by Buyer, the term Buyer a	Iso means Tenant.
	ence of lead-based paint and/or lead nown lead-based paint and/or lead-b	·		plain).
□ s	eller has no knowledge of lead-based	d paint and/or lead-bas	ed paint hazards in the hou	using.
	ords and reports available to the Selle			
(b) Reco	and and reporte available to the och	er (check one below):		
□ S	eller has provided the Buyer with all a ased paint hazards in the housing (lis	vailable records and re	ports pertaining to lead-bas	ed paint and/or lead-
□ Soba	eller has provided the Buyer with all a	ivailable records and rest documents below).		
□ Soba	eller has provided the Buyer with all a ased paint hazards in the housing (lis	ivailable records and rest documents below).  sing to lead-based paint certifies, to the best of	and/or lead-based paint ha	zards in the housing.

Seller Initials

Date

Seller Initials

Date



Form 22J Lead Based Paint Disclosure Rev. 3/21 Page 2 of 2

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

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Buyer's A	cknowledgment					30
(c) Buye	r has received copies of all information	n listed abov	/eBuyer Initials	Buyer Initials		31
(d) Buye	r has received the pamphlet <i>Protect</i> Y	our Family i	•	•		32
					yer Initials	00
	r has (check one below):					33
	Vaived the opportunity to conduct a rend ind/or lead-based paint hazards.	risk assessr	nent or inspection for	the presence of lead-	based paint	34 35
	ccepted an opportunity to conduct a nd/or lead-based paint hazards on the			the presence of lead-	based paint	36 37
k	his Agreement is conditioned upon a r ased paint and/or lead-based paint h xpense. (Intact lead-based paint that i	nazards, to b	e performed by a risk	assessor or inspecto	ence of lead- r at Buyer's	38 39 40
d r	his contingency shall conclusively be isapproval of the risk assessment or in ecciving this Disclosure. Buyer's not be eeded and must include a copy of the	inspection to ice must ide	Seller within entify the specific exis	(10 days if not fi	lled in) after	41 42 43 44
d a to d p a	eller may, at Seller's option, withinisapproval notice, give written notice grees to correct the conditions identification the Closing Date, and Seller shall emonstrating that the condition(s) has arties may agree on any other remarking the Purchase Price. If a expiration of the time period set forth in	that Seller ied by Buyer provide Buyer been remeded for the nagreemen	will correct the condity, then it shall be accordingly with certification from the Closical disapproved condition to non-repair remediation.	ions identified by Buy mplished at Seller's ex rom a risk assessor on ng Date. In lieu of con n(s), including but no es is secured in writing	rer. If Seller opense prior per inspector rection, the of limited to g before the	45 46 47 48 49 50 51 52
ir n tii E B P	Seller does not give notice that Selle spection, or if the parties cannot reach otice of termination of this Agreement me limit or delivery of Seller's notice arnest Money shall then be returned to uyer's failure to give a written notice roperty without Seller having corrected without any alternative remedy for the spectrum of the seller having corrected the seller having the selle	n an agreem within pursuant to Buyer and to of terminated the condit	ent on alternative reme days (3 days if the preceding parage the parties shall have no ion means that Buyer tions identified in Buye	dies, then Buyer may on the filled in after expirately after excurs further obligations to will be required to pure the first to pure the first terms of the first te	elect to give ration of the rs first. The each other. urchase the	53 54 55 56 57 58 59 60
	eviewed the information above and ce true and accurate.	ertifies, to th	e best of Buyer's know	vledge, that the staten	nents made	61 62
Buyer	D	ate	Buyer		Date	63
Brokers	knowledgment have informed Seller of Seller's obliga e compliance.	ations under	· 42 U.S.C. 4852(d) and	d are aware of their re	esponsibility	64 65
Buyer Bro	cer D.	ate -	Listing Broker		Date	66



Form 22J Lease Lead Based Paint Disclosure Rev. 3/21 Page 1 of 1

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

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The	fol	lowing is part of the Lease/Rental Agre	ement dated	d	<del></del>
betw	/ee				("Tenant")
and		Tenant		Tenant	("Lessor")
and		Lessor		Lessor	( Lessor )
conc	er	ning		City State Zip	(the "Property").
Lead	V t	Varning Statement			
H E k	naz Bet	rards if not taken care of properly. Lead for renting pre-1978 housing, landlord	exposure is Is must dis	int. Lead from paint, paint chips, and dust especially harmful to young children and p close the presence of known lead-based o receive a Federally approved pamphlet o	regnant women. paint and lead-
Less	or	's Disclosure			
(a) F	?re	sence of lead-based paint and/or lead-	based paint	hazards (check one below):	
C		Known lead-based paint and/or lead-b	ased paint l	hazards are present in the housing (explai	n).
		Lessor has no knowledge of lead-base	d paint and	or lead-based paint hazards in the housin	
(b) F	Ser	cords and reports available to the Lesso	or (check on	e helow).	
			ıll available	records and reports pertaining to lead-base	sed paint and/or
© [	3	Lessor has no reports or records pertain	ing to lead-b	pased paint and/or lead-based paint hazards	in the housing.
Tena	nt	s Acknowledgment			
(c) T	er	ant has received copies of all information	on listed ab		
(d) T	en	ant has received the pamphlet Protect	Your Family	Tenant Initials Tenant Initials  / from Lead in Your Home.	
		ties have reviewed the information above ovided is true and accurate.	e and certi	fy, to the best of their knowledge, that the	Tenant Initials
Les	sso	r	Date	Lessor	Date
Ter	nar	t	Date	Tenant	Date
Brok	ers	s' Acknowledgment			
		have informed Lessor of Lessor's oblig e compliance.	gations unde	er 42 U.S.C. 4852(d) and are aware of the	eir responsibility
Tei	naı	nt Broker	Date	Lessor Broker	Date



Form 22K Identification of Utilities Addendum Rev. 3/21 Page 1 of 1

# IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The following is part of the Purchase a	and Sale Agreement dated	
petween		("Buyer")
, m al	Buyer	("Seller")
Seller	Seller	
oncerning	City	(the "Property').
Pursuant to RCW 60.80, Buyer and Secessary to satisfy unpaid utility characteristing service to the Property and be	eller request the Closing Agent to admi arges, if any, affecting the Property. T	inister the disbursement of closing funds The names and addresses of all utilities
VATER DISTRICT:	Name	a mail an mahaita (anti-mail)
		e-mail or website (optional)
	Address	
EWER DISTRICT:	City, State, Zip	Fax. No. (optional)
	Name	e-mail or website (optional)
	Address	
	City, State, Zip	Fax. No. (optional)
RRIGATION DISTRICT:	Name	e-mail or website (optional)
	Address	
	City, State, Zip	Fax. No. (optional)
ARBAGE:	Name	e-mail or website (optional)
	Address	
	City, State, Zip	Fax. No. (optional)
LECTRICITY:		
8 // // // // // // // // // // // // //	Name	e-mail or website (optional)
	Address	
AS:	City, State, Zip	Fax. No. (optional)
	Name	e-mail or website (optional)
	Address	
DEGLAL PLOTPLOTION	City, State, Zip	Fax. No. (optional)
PECIAL DISTRICT(S): cal improvement districts or	Name	e-mail or website (optional)
lity local improvement districts)	Address	· · · · · · · · · · · · · · · · · · ·
	City, State, Zip	Fax. No. (optional)
thin days (5 if not filled oker or Buyer Broker with the names	l in) of mutual acceptance of this Agre s and addresses of all utility providers isting Broker or Buyer Broker to inse	ceptance of this Agreement, then (1) eement, Seller shall provide the Listing having lien rights affecting the Property ert into this Addendum the names and
	lerstands that the Listing Broker and E	er's obligation to pay all utility charges Buyer Broker are not responsible for, or



Form 22L Lease Review Addendum Rev. 12/12 Page 1 of 1

# LEASE REVIEW ADDENDUM TO PURCHASE & SALE AGREEMENT

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Th	e followin	ng is part of the Purchase and Sale Agreement date	ed		1
be	tween			("Buyer")	2
		Buyer Buyer			
an	d	Seller Seller		("Seller")	3
		Collor Seller		/Ala a   11 Days and a 15 \	
COI	ncerning	Address City		(the "Property").	4
Year,		in Property. The parties acknowledge that the Property is to a lease or rental agreement, which will remain in			5
2.	lease or property personal	days (10 days if not filled in) after mutual according rental agreement for the Property and any other management agreements, service contracts, and all property or fixtures; and a schedule of tenants, renand audit reports.	eptance, all doc agreements re agreements with	uments available to Seller relating to the lating to Tenant's occupancy, including a professionals or consultants; leases of	10
3.	assume a not give the date satisfied	Review Contingency. Buyer shall determine, in Buy all of the foregoing leases, contracts, and agreements to notice of disapproval within days (5 does that the above documents are due, then this lead (waived). If Buyer gives timely notice of disapprovals shall be refunded to Buyer.	which have terms ays if not filled i ase review con	s extending beyond Closing. If Buyer does n) of receipt of the above documents or tingency shall conclusively be deemed eement shall terminate and the Earnest	14 15 16
4.	leases, c	er of Lease Interests. Buyer shall be solely respons contracts, and agreements. Seller shall transfer all is and agreements by assignment and Buyer shall as	of Seller's right	, title and interest in and to the leases,	
5.	assigned recently delinque	ts and Rent. At Closing, security, cleaning, and and or delivered to Buyer. Rents collected from Tenant from Tenant for the period after Closing, and the ent rentals owed for a period prior to Closing. The d by Buyer to Seller promptly after receipt.	nt after Closing se balance shall	shall be applied first to rentals due most be applied for the benefit of Seller for plied for the benefit of Seller shall be	23 24



Form 90LR Notice for Form 22L Rev. 3/21 Page 1 of 1

# NOTICE OF TERMINATION PURSUANT TO LEASE REVIEW ADDENDUM

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The following	g is part of the Purchase and Sal	e Agreement date	d			1
between					("Buyer")	2
	Buyer	Buyer				
and					("Seller")	3
	Seller	Seller				
concerning					(the "Property").	4
	Address	City	State	Zip	_ ( , , ,	
BUYER'S N	OTICE OF TERMINATION					5
Buver hereb	y gives notice to Seller that Buye	r disapproves the	lease, rental agreemer	nt. or related add	reements and/or	6
documents	set forth in the Lease Review A	ddendum to Purch	nase and Sale Agreen	nent (Form 22L	) and therefore.	7
	ninate the Agreement and demar			`	,	8
	-		•			_
						9
Buyer		Date	Buyer		Date	_

Form 22 L&A Land & Acreage Addendum Rev. 3/21

#### LAND AND ACREAGE ADDENDUM

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Page 1 of 4 The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_\_ between \_ Buver concerning (the "Property"). Address 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 Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the 7 adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and 8 desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the 9 Property. 10 b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have 11 the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is 12 accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13 Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information 14 regarding the size of the Property, identification of easements or encroachment problems. 15 c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on 16 the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited 17 time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is 18 suitable for any needed on-site sewage disposal system and related equipment. 19 d. A generally accepted method for determining water quality from any well or other water delivery system is to 20 have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited 21 to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water 22 quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer 23 understands that the results of such tests only provide information regarding water quality or quantity at the 24 time of the test(s) and provide no representation or guarantee that results will not change or vary at other 25 times. 26 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 On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If 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 Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should 40 use due diligence to investigate such agreements. 41 Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

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### 2. CONTINGENCIES:

Continued

	MINGENOIES.
a.	<b>General Contingency Provisions.</b> This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement.
b.	Contingency Periods. The applicable contingency periods shall commence on mutual acceptance of the Agreement of Buyer gives notice of disapproval and termination of the Agreement within the applicable

Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived.

c. Contingencies. Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller:

Paid by Buyer	Paid by Seller		Contingency period 55 (10 days if not filled in) 56
		i. Survey. Completion of survey to verify information regal the Property as listed in 1(b), with results of the survey t satisfactory to Buyer in Buyer's sole discretion. Seller provide any prior surveys of the Property to Buyer, if available	o be 58 shall 59
		ii. Perc Test. Perc or similar test, conducted by a qual professional, indicating that the Property is suitable installation of conventional septic system and drain fiel the sale fails to close, the party who paid for the perc shall fill in holes at their expense within two weeks of date the transaction is terminated. Earnest Money shall be refunded to Buyer until perc holes are filled in if the Buyer's responsibility.	e for 62 Id. If 63 test 64 f the 65 I not 66
		iii. On-Site Sewage System. The on-site sewage systems ("OSS") shall be inspected and, if the inspector determine necessary, pumped by a qualified professional, with result the inspection to be satisfactory to Buyer in Buyer's discretion. If Seller had the OSS inspected within months (12 months if not filled in) of mutual acceptance Seller provides Buyer with written evidence thereof, incluan inspection report, there shall be no obligation to inspect pump the OSS unless otherwise required by Buyer's lender VA financing is used, Buyer's lender may require certification the OSS. If Seller has not already conducted an inspection of the OSS inspection.  The OSS inspection □ shall; □ shall not include a put test to determine if the OSS is functioning properly.	nines 70 ts of 71 sole 72 and 74 ding 75 and 76 er. If 77 on of 78 ttion, 79
		Seller shall deliver to Buyer the maintenance records available, of the OSS serving the Property within days (10 days if not filled in) of mutual acceptance.	s, if 83 84 85
		iv. Water Quality. Water quality and/or purity tests show water meets the approval standards of the Departmen Ecology and the standards of the governing county. We quality tests to be performed by a qualified professional.	at of 87 ater 88
		Water quality and/or purity tests $\square$ shall; $\square$ shall not submitted to a private lab for further evaluation.	be 90 91

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

Form 22L&A Land & Acreage Addendum Rev. 3/21

Page 3 of 4

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#### 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.	92 93 94 95 96
				vi.	Timber. Timber cruise conducted by a qualified forest days products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion.	97 98 99
3.	Al	DDITIONAL PRO	OVISIO	NS (d	check as applicable)	100
		set forth in Spe Completion of matters affectin the condition ar the licensure of area on the Pr presence of rec feasible and ad	cific Te a feasi g the P nd capa wells, property, corded a vantage	erm 1: bility Prope city of perm the acces eous	ox is checked, this paragraph supersedes and replaces the Feasibility Contingency 5 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). Study and determination, in Buyer's sole discretion, that the Property and any rty including, without limitation, the condition of any improvements to the Property, of irrigation pumps, system and wells, the adequacy of water rights for the Property, itted or certificated water rights for the Property, the location and size of any critical number and location of approved road approaches from public roads, and the is easements to the Property, are suitable for Buyer's intended use(s), and that it is for Buyer to acquire the Property in accordance with the Agreement. In performing teall not interfere with any existing tenants' operations on the Property.	102 103 104 105 106 107 108
		not filled in) aft	ter mut	ual a	ency shall conclusively be deemed waived unless within(10 days if acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely tudy and terminates the Agreement, the Earnest Money shall be refunded to Buyer.	112
		water rights app	olicable	to th	er represents that there are shares of irrigation/frost e Property, all of which will be transferred to Buyer at Closing. The parties should acilitate the transfer of any water rights.	
		interest in, to a Closing Date, the occur that with o agree to defend	nd und nere are or witho l, indem	ler are no cout no cou	tion. At Closing, Seller will assign, transfer, and convey all of its right, title and my lease of the Property and will represent and warrant to Buyer that, as of the defaults under the leases and no condition exists or event has occurred or failed to otice and the passage of time could ripen into such a default. At Closing, Buyer will and hold Seller harmless from and against any obligation under the leases to the umed by Buyer hereunder.	118 119 120
		before			reement is conditioned on review and approval by the parties' attorneys on or . A party shall conclusively be deemed to have waived this contingency unless his Agreement is provided to the other party by the foregoing date.	
		the Agreement: and troughs; $\square$ pens; $\square$ gates a	□ port irrigation and fend	able on eq ces;	l accessories are items included in addition to those stated in Specific Term 5 of buildings; ☐ sheds and other outbuildings; ☐ game feeders; ☐ livestock feeders uipment; ☐ fuel tanks; ☐ submersible pumps; ☐ pressure tanks; ☐ corrals and ☐ chutes; ☐ other:	127
		The value assig Seller warrants t	ned to title to, b	the p	personal property included in the sale shall be \$  but the condition of, the personal property and shall convey it by bill of sale.	130 131
		("WRP"), or simila All documentation	ar progra n for the	am c	assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ontracts and agree to continue them through the expiration date of each such contract. mption shall be completed prior to the Closing Date and must be approved by the USDA ncy prior to Closing. Any applicable program payments shall be prorated as of Closing.	133
		after mutual acco contingency sha if not filled in)	eptance Il be de after re	e. The emed eceip	all documents related to such programs within (10 days if not filled in) his Agreement is conditioned on Buyer's approval of the program documents. This divalved unless Buyer gives notice of disapproval within days (5 days to fit the program documents. If Buyer gives timely notice of disapproval, the notice the theorem of the Earnest Money shall be refunded to Buyer.	137 138



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#### LAND AND ACREAGE ADDENDUM

Continued

_	4.		cuments within (20 days if not filled in) of mutual acceptance:	142 143
		no:	Buyer, in Buyer's sole discretion, does not give notice of disapproval within days (15 days if tilled in) of receipt of the above documents or the date that the above documents are due, then this cument review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of approval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	146
	5.	of t (10) end red add abd not	DITIONAL INSPECTIONS. If this box is checked and if a qualified professional performing any inspection the Property recommends further evaluation of the Property, Buyer shall have an additional	150 151 152 153 154 155
6.	TA	X DI	ESIGNATION.	158
		a.	Classification of Property. Seller represents that the Property is classified as $\square$ open space $\square$ farm and agricultural $\square$ timberland under Chapter 84.34 RCW.	159 160
		b.	<b>Removal from Classification</b> . 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 $\square$ Seller $\square$ Buyer $\square$ both Seller and Buyer in equal shares (Seller if no box is checked).	161 162 163 164
		C.	<b>Notice of Classification Continuance</b> . 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.	166 167 168



### MANUFACTURED HOME ADDENDUM

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Th	ne following is part of the Pur	chase and Sale Agreem	ent dated	1
(th	ne "Agreement") between 👱			("Buyer") <sub>2</sub>
an	ad.	Buyer	Buyer	("Seller") 3
an	Seller		Seller	( Seliei ) 3
CO	oncerning		City State	(the "Property"). 4
1.	Property Description.	Manufacturer:		5
		VIN No.:		6
		Year:		7
2.	eliminated as provide shall, at Seller's expe less than	d for in Washington Adr ense, make a good faith days (5 days, if not fille	ninistrative Code Section 308- effort to eliminate Title and pro d in) before Closing. If Seller t	home on the Property shall be 856A-505 prior to Closing. Seller 9 ovide notice to Buyer thereof no 10 fails to timely eliminate title and 11 ney shall be refunded to Buyer. 12
	not be eliminated pr		nufactured home shall be tra	ured home on the Property will 13 ansferred as personal property 14 15
3.	including manufactured had been been been been been been been bee	nomes with title eliminal industries ("L&I"). L&I im the permitting and inspection in the permitting and inspection period, Buyer may the period, Buyer may the period, Buyer may the period, Its days, in the property that the period is the period in the period, Buyer may the period is the period in the period in the period, Buyer may the period in the	ated, are subject to regulations on action of alterations to manufaursuant to this Agreement, including the purposes of compliantive notice of any L&I compliantive materials.	sed that manufactured homes, 16 ion by the Washington State 17 manufactured homes, including 18 actured homes. Accordingly, in 19 uding the Inspection Addendum 20 in) from mutual acceptance to 21 ce with L&I regulations. On or 22 ance deficiencies. Upon Buyer's 23 that Seller has remedied the 24 unded to Buyer. 25
4.	Conflicts Between Adder Agreement and this Adden	<del>-</del>	•	or inconsistencies between the 26 27
В	Buyer	Date	Seller	Date
-В	Buyer	Date	Seller	Date

Form 22RA Attorney Review Addendum Rev. 12/12 Page 1 of 1

# ATTORNEY REVIEW ADDENDUM TO PURCHASE & SALE AGREEMENT

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Th	e fo	illowing is part of the Purchase and Sale Agreeme	nt dated			1
be	twee				("Buyer")	2
		Buyer	Buyer			
an	d	Seller	Seller		("Seller")	3
COI	ncer	rningAddress	City	State Zip	(the "Property").	4
CH	IEC	K IF INCLUDED:			٥	5
1.		Buyer's Attorney Review Contingency. The approval. This attorney review contingency shad (5 days if not filled in) of mutual acceptance Agreement. In the event Buyer gives timely not Buyer.	all be deemed waived , Buyer gives notice	d unless, within _ of disap <b>prov</b> al	days and termination of the ey shall be returned to	7 8
2.		Seller's Attorney Review Contingency. This approval. This attorney review contingency sha (5 days if not filled in) of mutual acceptance Agreement. In the event Seller gives timely no Buyer.	all be deemed waived , Seller gives notice	l unless, <mark>wit</mark> hin _ of disa <b>ppro</b> val	and termination of the	12 13

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Form 22R Well Addendum Rev. 7/19 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

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### WELL ADDENDUM TO PURCHASE AND SALE AGREEMENT

Th	ne following is part of the Purchase and Sale Agreement dated	s 1
be	etween ("Buyer")	2
an		3
со	Seller Seller  ncerning (the "Property").  Address City State Zip	4
	HIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO ANY WELL R WATER SUPPLY SYSTEM SERVING THE PROPERTY.	5
1.	Number of Connections. Seller represents that the well currently has (one, if not filled in) connection(s).	7 8
2.	<b>Seller's Representations.</b> Seller represents that, except as explained below, to the best of Seller's knowledge, the well and water supply system serving the Property (a) provide an adequate supply of household and yard water for Seller's use; (b) are <b>not</b> presently contaminated by biological or chemical agents; (c) comply with all applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other material defects.	1
3.	Well Documents Review Period. Seller shall deliver to Buyer all documents in Seller's possession associated with the well, including, but not limited to shared well agreements and maintenance records, within days (10 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 above documents or the date that the above documents are due, whichever is earlier, then this well documents review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	17
4.	Well Inspection Contingency. The Agreement is conditioned on Buyer's approval of an inspection of the well and water supply system serving the Property. Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and water supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate; purity standards (organic and inorganic); verification that the source is adequate and that the system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any inspection shall be (a) ordered by Buyer; (b) performed by a qualified inspector of Buyer's choice; and (c) completed at Buyer's expense. Buyer shall have the right to attend the inspection. This contingency shall be waived unless Buyer gives written notice of disapproval of the inspection report within days (10 days if not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general inspection contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	22 23 24 25 26 27 28 29
5.	<b>Local Requirements.</b> Buyer acknowledges that water supply requirements and water use limits vary by city, county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and water use limits for the Property.	32 33 34
6.	Other.	35
		36 37 38 39 40 41 42 43



Form 90X Notice of Termination Rev. 2/17 Page 1 of 1 ©Copyright 2017 Northwest Multiple Listing Service ALL RIGHTS RESERVED

# BUYER'S NOTICE OF TERMINATION (WELL ADDENDUM)

he followir	ig is part of the Pu	irchase and Sale Agreer	ment dated		
oetween _	<b>D</b>				("Buyer")
	Buyer		Buyer		
and					("Seller")
	Seller		Seller		
concerning					(the "Property").
	Address		City	State Zip	
notice of dis he Earnest	approval of the we	ell inspection report and	elects to terminate	e the Agreement. Buyer	R), Buyer hereby gives demands the return of

Form 22S Septic Addendum Rev. 3/21 Page 1 of 1

## SEPTIC ADDENDUM TO PURCHASE & SALE AGREEMENT

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۱r	ne followin	g is part of the Purchase and Sale Agreement dated	1
be	tween	("Buyer")	,
	-	Buyer Buyer	4
an	ıd	Seller Seller ("Seller")	3
		Total	
CO	ncerning	Address City State Zip (the "Property").	4
Sľ	TE SEWA	NDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON- GE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY EPTIC ADDENDUM.	5 6 7
1.	Type of	OSS. The Property is served by:	8
	☐ Priva	ate Septic System	9
	☐ Shar	red Septic System	10
2.	(a) does	<b>Representations</b> . Seller represents that, to the best of Seller's knowledge, the OSS serving the Property not require repair other than pumping and normal maintenance; (b) does not currently violate any le local, state, and federal laws, standards, and regulations; and (c) has no material defects.	11 12 13
3.		ance Records. Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving erty within days (10 days if not filled in) of mutual acceptance.	14 15
4.		or City Inspection Requirements. Seller shall comply with any local regulations or ordinances that may seller to conduct an inspection of the OSS prior to the sale of the Property.	16 17
5.	necessal the inspe OSS ins acceptan	ection report within days (10 days if not filled in) of mutual acceptance. If Seller had the pected and, if necessary, pumped within months (12 months if not filled in) of mutual accept an OSS service company and Seller provides Buyer with written evidence thereof, including an in report, Seller shall have no obligation to inspect and pump the system unless otherwise required by	21 22
	shall	er's Right to Attend Inspection. If checked and if Seller has not already conducted an inspection, Buyer have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and of the inspection.	
6.	report from disapprover report. If	om the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of val of the inspection report within days (5 days if not filled in) after receipt of the inspection	28 29 30 31 32
7.	Other.		33
			34 35 36 37 38 39 40



Form 90Y Notice of Termination Rev. 2/17 Page 1 of 1 ©Copyright 2017 Northwest Multiple Listing Service ALL RIGHTS RESERVED

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

The following	g is part of the Purch	nase and Sale Agreement	dated			1
between					("Buyer")	2
	Buyer		Buyer		( ) ( )	_
and					("Seller")	3
	Seller		Seller		,	Ū
concerning	Address		City	State Zip	(the "Property").	4
<b>Buyer's No</b> disapproval Earnest Mor	of the septic inspec	(Septic Addendum). Pur tion report and elects to	rsuant to the Sept terminate the Agi	ic Addendum, Buyer reement. Buyer dema	hereby gives notice of ands the return of the	5 6 7
Buyer		Date	Buver	111110	Date	8

Form 22SS Short Sale Addendum Rev. 5/14 Page 1 of 1

# SHORT SALE ADDENDUM TO PURCHASE & SALE AGREEMENT

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Т	The following is part of the Purchase and Sale Agreement dated		1
b	Detween	("Buyer")	2
aı	and	("Seller")	3
CC	Seller Seller Seller Concerning	(the "Droperty")	
	Address City State Zip	(the "Property").	
1.	SHORT SALE. A "Short Sale" is a transaction that depends on Seller's creditor(s) agreement the amount secured by the Property in order to satisfy Seller's obligations at Closing acknowledge that the purchase price is insufficient to cover Seller's obligations at Closing and constitutes a Short Sale.	Buyer and Seller	6
2.	SHORT SALE CONTINGENCY. This Agreement is contingent upon Seller obtaining written c creditor(s) for the Short Sale and Seller's acceptance of any conditions imposed by Seller's Consent"). Seller shall have days (60 days, if not filled in) after mutual acceptant Consent. If Seller timely gives notice of Lender Consent to Buyer ("Notice of Lender Contingency shall be deemed satisfied. If Seller fails to timely give Notice of Lender Consent Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer aware that Seller's creditor(s) did not consent to the Agreement or if Seller decides not to accomposed by Seller's creditor(s), Seller shall give notice to Buyer of that fact within 2 days and this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer acknowledge that Seller has limited control over whether Seller's creditor(s) will consent to such consent is given.	creditor(s) ("Lender ce to obtain Lender Consent"), then this to Buyer, then this f. If Seller becomes cept the conditions upon Seller's notice, er. Buyer and Seller the sale and when	9 10 11 12 13 14 15 16
3.	OFFERS FROM OTHER BUYERS. Seller may accept offers from other buyers to purchas submit to Seller's creditor(s). The parties are advised that some creditors may require that Se offers in order to satisfy Seller's obligations to its creditors. Buyer acknowledges that this A have any priority over agreements with or offers from other buyers. Seller has limited agreement Seller's creditor(s) may approve, and Seller may continue to market the Property offer, Buyer is advised to inquire about other offers that Seller may have already accepted.	ase the Property to eller submit multiple agreement does not control over which a. At the time of the	20 21 22
	If, after mutual acceptance, Seller submits an offer from another buyer to Seller's creditor(s notice to Buyer of that fact within 2 days of each such offer ("Notice of Additional Offer"). Buyer Agreement within 3 days of receiving any Notice of Additional Offer, in which case, the deposited, shall be refunded to Buyer.	s), Seller must give may terminate this Earnest Money, if	26 27
4.	<b>TERMINATION BY BUYER.</b> Buyer $\square$ may; $\square$ may not (may, if not filled in) terminate this Agr prior to Notice of Lender Consent. Buyer maintains the right to terminate the Agreement under or contingency in the Agreement prior to Notice of Lender Consent. If Buyer terminates this Ag Section, the Earnest Money, if deposited, shall be refunded to Buyer.	eement at any time any other condition are this are	30 31
5.	specific items checked below), all timelines in this Agreement shall begin on the date of Consent. The timelines for the following items, if checked, shall instead begin on mutual accept	n 2 above and the :	3/1
	□ Deposit of Earnest Money □ Financing Addendum (Form 22A) □ Buyer's Sale of Property Contingency Add. (Form 22B) □ Homeowner's Assoc. Review Period (Form 22D) □ Other □ Inspection Addendum (Form 22B) □ Title Contingency Addendum (Form 22B) □ Septic Addendum (Form 22D) □ Neighborhood Review (For □ Other	m (Form 22T) 3 2S) 35 or 35N) 4	37 38 39 40
6.	<b>CLOSING.</b> The Closing Date shall be days (30 days, if not filled in) after Notice of which date shall supersede the Closing Date otherwise provided for in this Agreement.	f Lender Consent, 4	12 13
7.	IMPLICATIONS OF A SHORT SALE. The parties acknowledge that this Addendum does not the implications of a Short Sale. The parties are advised to seek the advice of third party profest this Agreement and the consequences of this Addendum. Seller acknowledges receipt of the Advisory pamphlet prepared by Washington Departments of Licensing and Financial Institutions	t fully explain all of 4 essionals regarding 4 e Short Sale Seller 4 s.	14 15 16 17
8.	<b>NOTICES.</b> NWMLS Form 90SS (Notice Pursuant to Short Sale Addendum) shall be used for a by this Addendum.	ny notice required 4	18 19



Date

### NOTICE PURSUANT TO SHORT SALE ADDENDUM (FORM 22SS)

The following is part of the Purchase	e and Sale Ag <b>reemen</b> t o	dated		
between		Buver	("Buyer")	)
andSeller		Seller	("Seller"	)
concerningAddress		City State	(the "Property")	. '
THE FOLLOWING NOTICES ARE I	FOR USE WITH NWML	S SHORT SALE ADDENI	DUM (FORM 22SS):	
■ Notice of Lender Consent. Pu obtained written consent from imposed by Seller's creditor(s) (	Seller's creditor(s) for	the Short Sale and Selle	er has accepted the conditions	
Seller	Date	Seller	Date	,
	e Agreement or Seller ites the Agreement and	decided not to accept the	ives notice to Buyer that Seller's conditions imposed by Seller's holding the Earnest Money to	1
Seller	Date	Seller	Date	1
Notice of Additional Offer. Pur an offer dated			notice that Seller has submitted	1
Seller	Date	Seller	Date	1
Notice of Termination – Additerminate the Agreement within Buyer, Buyer hereby terminates	3 days of Seller's Not	ice of Additional Offers.	Seller delivered such notice to	18
Buyer	Date	Buyer	Date	21
Notice of Termination. Pursua Agreement at any time before n hereby terminates the Agreement	otice of Lender Conser	it. Seller has not given no	otice of Lender Consent. Buyer	22 23 24
Buyer	Date	Buyer	Date	25

Form 22T Title Contingency Addendum Rev. 3/21 Page 1 of 1

# TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

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The	following is part of the Purchase and S	ale Agreement dated			1
betw				("Buyer")	2
	Buyer	Buyer		, ,	_
and				("Seller")	3
	Seller	Seller			Ū
conc	erning			(the "Property").	4
	Address	City	State Zip		
1.	Title Contingency. This Agreement together with any easements, cover days (5 days if not filled in) from □ the or □ mutual acceptance (from the or disapproval of exceptions contained commitment before mutual acceptance	nants, conditions and restriction ne date of Buyer's receipt of the date of Buyer's receipt, if neithe ed in the preliminary commitr	s of record. Buyer shapreliminary commitmener box checked) to given to the Buyer received.	all have	6 7 8
	Seller shall have days notice that Seller will clear all disardisapproved exceptions.	(5 days if not filled in) after Bupproved exceptions. Seller shal		ng Date to clear all	
	If Seller does not give timely notice to Agreement within 3 days after the Agreement, the Earnest Money shall Buyer shall be deemed to have waive	deadline for Seller's notice. In be returned to Buyer. If Buyer	the event Buyer elections does not timely terminate	cts to terminate the nate the Agreement,	15
2.	Supplemental Title Reports. If sup then the above time periods and pro- shall apply to the date of Buyer's rece necessary to accommodate the foreg	ocedures for notice, correction, eipt of the supplemental title repe	and termination for the	ose new exceptions thall be extended as	19
3.	Marketable Title. This Addendum do as provided for in the Agreement.	es not relieve Seller of the oblig	ation to provide marke	•	22 23



Form 90T Title Contingency Notice Rev. 7/15 Page 1 of 1

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### TITLE CONTINGENCY NOTICE

etween					("Buyer'
		E	Buyer		•
ndSeller			Seller		("Seller'
oncerning			ener		
Address		C	iity	State Zip	(the "Property"
eck the applicable box:					
Buyer's Notice of Disap following exception(s) set	proval of Title E	xception(s)	. Buyer hereby	gives notice that Buy	yer disapproves th
ionowing exception(3) set	rorui iii iiie preiiiii	mary commi	iment for title ins	urance:	
\$ <del></del>					
	_24				
Buyer		Date	Buyer		Date
Seller's Response to No	tice of Disapprov	al of Title E	xceptions. Sel	ller hereby gives notic	e that Seller 🛭 wil
☐ will not clear the disapp	roved exceptions(	s) set forth if	the preliminary	commitment for title ii	nsurance.
Seller		Date	Seller		Dete
		Date	Sellel		Date
Buvers Notice of Termin	nation Sollar be	s not timel	, dolivered metic	an that Calley will also	
Buyers Notice of Termin exceptions(s) set forth in	the preliminary co	mmitment f	or title insurance	e mat Seller Will clea	ar the disapprove ets to terminate the
Agreement and demands t	he return of the Ea	arnest Mone	y.	s. Buyor Horoby oroc	to to tominate the
Buyer		Date	Buyer		Date

Form 22TS Survey Contingency Rev. 3/21 Page 1 of 1

### SURVEY CONTINGENCY ADDENDUM TO **PURCHASE & SALE AGREEMENT**

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1

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				("Buyer")
Buyer		Buyer		("Seller")
Seller		Seller		( Seller )
Address		City	State Zip	(the "Property").
<ul> <li>including the boun contingency shall co utual acceptance of</li> </ul>	dary lines, location of nclusively be deemed this Agreement, Bu	f improvements, easo d waived unless with yer gives notice dis	ements, and other related in days (14 d approving the survey ar	l information. This lays if not filled in) nd terminating the
r's choice, and (c) co Property without first Property to the same	ompleted at Buyer's e obtaining Seller's per condition they were i	xpense. Buyer shall rmission. Buyer shall n prior to the survey.	not alter the Property or restore the Property and Buyer shall be responsib	any improvements I all improvements
	X	8		¥
	Y CONTINGENCY.  If, including the bounce contingency shall coutual acceptance of ent. If Buyer disapport.  If S OBLIGATIONS.  If s choice, and (c) correctly without first property to the same of from any survey of	Y CONTINGENCY. This Agreement is continuously, including the boundary lines, location of contingency shall conclusively be deemed at acceptance of this Agreement, Burent. If Buyer disapproves the survey and acceptance.  PS OBLIGATIONS. The survey of the Property without first obtaining Seller's perpoperty to the same condition they were in from any survey of the Property performent.	Y CONTINGENCY. This Agreement is contingent on Buyer's representation of improvements, ease contingency shall conclusively be deemed waived unless with atual acceptance of this Agreement, Buyer gives notice distent. If Buyer disapproves the survey and terminates the Agreement. If Buyer disapproves the survey and terminates the Agreement of the Property shall be (a) ordered to be a survey of the Property shall be (b) ordered to be a survey without first obtaining Seller's permission. Buyer shall be property to the same condition they were in prior to the survey. If from any survey of the Property performed on Buyer's behalf.	Y CONTINGENCY. This Agreement is contingent on Buyer's subjective satisfaction we including the boundary lines, location of improvements, easements, and other related contingency shall conclusively be deemed waived unless within days (14 cutual acceptance of this Agreement, Buyer gives notice disapproving the survey arent. If Buyer disapproves the survey and terminates the Agreement, the Earnest Money conclusively be deemed waived unless within days (14 cutual acceptance of this Agreement, Buyer gives notice disapproving the survey arent. If Buyer disapproves the survey and terminates the Agreement, the Earnest Money conclusively and the survey of the Property shall be (a) ordered by Buyer, (b) performs choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or Property without first obtaining Seller's permission. Buyer shall restore the Property and Property to the same condition they were in prior to the survey. Buyer shall be responsible from any survey of the Property performed on Buyer's behalf.



43 44 45 Form 22VV Homeowner Insurance Addendum Rev. 7/15 Page 1 of 1

### HOMEOWNER INSURANCE ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The following is	ns part of the Purchase and Sale Agreement dated		1
between	Billyar	("Buyer")	2
	Buyer Buyer		
andsel	Seller Seller	("Seller")	3
	Sener		
concerning	Address City State Zip	(the "Property").	4
on a number of Property, Buyer companies will opolicy will be issabout issuing a insurance as ea	yer Concerning Homeowners Insurance. The availability and cost of homeowners in of factors, including Buyer's personal insurance, Buyer's financial and credit history, the ver's claim history, and the claims history for the Property. At the time of application II only issue a binder, which is a temporary commitment to provide insurance and not a issued. After issuing the binder, the insurance company will take additional time to material a policy and the amount of the insurance premium. Accordingly, it is important for I pearly as possible.	he condition of the n, most insurance a guarantee that a lke a final decision Buyer to apply for	6 7 8 9 10 11
for a standard lender, at an ar exclusive of all make application to timely make deemed satisfie gives notice of in	Insurance Contingency/Application. This Agreement is conditioned upon Buyer of policy of homeowners insurance, together with any other property insurance recannual premium not to exceed ½ of 1% of the purchase price, with a deductible not all additional endorsements, declarations and riders (e.g., art, jewelry, earthquake, ion for insurance within days (5 days, if not filled in) of mutual acceptance application, then this contingency shall be deemed waived. This insurance confied (waived), unless within days (15 days, if not filled in) of mutual as inability to obtain a binder on the terms set forth above. If Buyer gives such notice, the gand the Farnest Money shall be refunded to Buyer.	quired by Buyer's to exceed \$1000, etc.). Buyer shall and if Buyer fails attingency shall be acceptance. Buyer	13 14 15 16 17 18



Date

Form 90VV Notice of Termination Rev. 7/15 Page 1 of 1 ©Copyright 2015
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## BUYER'S NOTICE OF TERMINATION (HOMEOWNERS INSURANCE UNAVAILABLE)

The followin	g is part of the Purchase a <mark>nd</mark> Sale	e Agreement dat	ted			1
be <b>tween</b>					("Buyer")	2
	Buyer	Buy	er			
and					("Seller")	3
	Seller	Sell	er			_
concerning					(the "Property").	4
	Address	City		State Zip	. , ,	•
faith effort, I	tice of Termination (Homeowne Buyer is unable to obtain a binde contingency provision of the Agr the Buyer.	r for Homeowne	ers Insurance on	the terms set fort	h in the Homeowners	6
Buyer		Date	Buver		Date	9

### MODIFICATION OF CLOSING DATE ADDENDUM

ween	("Buyer
Buyer	Buyer
Seller	("Seller
Address	(the "Property"
	OSING DATE. The parties hereby agree to modify the Closing Date set forth in the
OTHER DATES. In addition	on, the parties hereby agree to modify other dates set forth in the Agreement as follows
OTHER.	
ther terms and conditions	of the Agreement remain unchanged.



Form 22Z Additional Signer Rev. 2/17 Page 1 of 1

### ADDITIONAL SIGNER ADDENDUM TO PURCHASE & SALE AGREEMENT

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T	O PURCHASE & SALE A	GREEMENT	
he following is part of the Purchase and S	Sale Agreement dated		
etween	Buyer		("Buyer")
	Buyer	W .	("Callar")
dSeller	Seller		("Seller")
ncerning			(the "Property").
Address	City	State Zip	
e following are additional parties (or requ the Agreement are incorporated herein t	ired signer(s)) to the Agre by reference as though ful	ement as identified below. All term lly set forth below.	s and conditions
☐ Buyer; ☐ Seller			
Name of Signer		Status	
Signature		Date	<del></del>
□ Buyer; □ Seller			
Name of Signer	<del> </del>	Status	,
Signature	9	Date	
□ Buyer; □ Seller			
Name of Signer		Status	
Signature		Date	
□ Buyer; □ Seller			
Name of Signer		Status	
Signature	<del></del>	Date	**************************************

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Form 26 Presale Addendum Rev. 7/10

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Pa	ige 1	PRESALE ADDENDUM		
Th	ne f	following is part of the Purchase and Sale Agreement dated	(the "Agreement")	1
be	twe	een	("Buyer")	2
an	ıd	, buyer	("Seller").	2
Th	- Λ	Seller Seller	` '	J
111	ie A	Agreement is for the sale of real property, and improvements being or to be constructed there	on, commonly	4
		ibed as Address City State Zip	(the "Property").	5
Th	e fo	ollowing terms are included in the Agreement:		6
an	a c	mprovements being or to be constructed on the Property are pursuant to Plan/Model No. consist of a single family residential house with bedrooms, car garage.	baths and	7 8 9
1.	de the fill	OVENANTS, CONDITIONS AND RESTRICTIONS. This Agreement is conditioned upon opproval of all applicable covenants, conditions and restrictions of record ("CC&Rs"), eliver all CC&Rs to Buyer no later than days (5 days if not filled in) after mule Agreement. Buyer shall give to Seller written notice of disapproval within led in) of receiving the CC&Rs. If Buyer does not give such written notice of disapproval en this contingency shall be deemed satisfied. Notwithstanding any other provision to Seller shall become nonrefundable until this contingency is satisfied or waived.	if any. Seller shall that acceptance of the days (3 days if not the such time, to the contrary, no the contr	11 12 13 14
2.	ap ob ac no ho arc chi	RCHITECTURAL REVIEW COMMITTEE APPROVAL. This Agreement is conditioned opproval of the planned construction by an architectural review committee or the like. The stained by Seller and provided to Buyer within days (15 days if not filled to the contrary, no payment to Seller and provided to Buyer within days (15 days if not filled to the contrary, no payment to Seller and Interest the initial approval contingency is satisfied or waived. Thereafter, the buse and other improvements on the Property may remain subject to the continuing chitectural review committee, or the like, and Buyer acknowledges that such commitments and the stain design or construction after the initial approval. If so, Buyer agrees to abide by mmittee. Further, Buyer agrees that any delay in start or completion of construction mmittee will not be attributable to Seller.	e approval is to be 1 od in) after mutual 1 od in) after mutual 1 od in) after shall become 2 construction of the 2 g approval of the 2 od ittee may require 2 any ruling of such 2 on caused by the 2	18 19 20 21 22 23 24
3.	PL	ANS AND SPECIFICATIONS.	2	7
	a.	Buyer's Right to Approve. This Agreement is conditioned on Buyer's review and approve specifications for the improvements to be constructed on the Property. Seller shall delegate specifications to Buyer no later than days (5 days if not filled in) after mutual Agreement. Buyer shall give written notice of disapproval within days (3 days receipt of the plans and specifications. If Buyer does not give such notice of disapproval then this contingency shall be deemed satisfied, and the plans and specifications shall be this Agreement. Buyer's notice of disapproval shall specifically identify the aspects specifications of which Buyer disapproves.	iver the plans and 2 acceptance of the 3 is if not filled in) of 3 I within such time, 3 deemed a part of 3	9 0 1 2 3 4
	b.	Seller's Right to Modify. Within days (3 days if not filled in) of Seller's receipt of disapproval, Seller may give notice to Buyer of Seller's intent to modify the aspects specifications identified by Buyer. If Seller desires to increase the Purchase Price as a company modification to the theorem.	of the plans and 3	7

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

such modifications to the plans and specifications, then the procedures of paragraph 4 below shall apply.



4.

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#### PRESALE ADDENDUM

	THEORET ADDERADORS					
	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.					
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.					
DE	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"), shell be subject to the 55					

- 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.
- 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.
- 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.
- 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.
- 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

Seller's Initials



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### PRESALE ADDENDUM

Continued

5.	LC	OCATION 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 87	
	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.	90 91	
6.	to cur	<b>LEARING THE PROPERTY</b> . Clearing of ground cover and debris shall be limited to that reasonably necessary permit adequate access to the building area. That portion of the site outside the cleared area shall be left in its irrent state. The area within the clearing limit shall be graded for proper drainage to an approximate finished ade using materials available on the site.	95	
	cas	clearing the Property, it is Seller's normal policy to save as many trees as is reasonably possible. In some uses, however, trees will be removed due to their proximity to the house, their grade relationships to the house their undue interference with the construction of the house. Seller shall be the sole judge in such matters.		
7.	nei eng	ANDSCAPING. Seller agrees to landscape the Property in a manner consistent with the appearance of the 101 neighborhood and the new home. Buyer acknowledges that Seller will also landscape in order to meet 102 engineering requirements such as grading and water drainage. Buyer acknowledges that matters of landscaping 103 have been delegated to Seller's sole discretion.		
8.	WA	ARRANTY.	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.	107	
	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. Selle will not be responsible for fallen trees or consequential damage for fallen trees after Closing.	111 112 113	
		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 or 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.	117 1118 1119	



Date

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

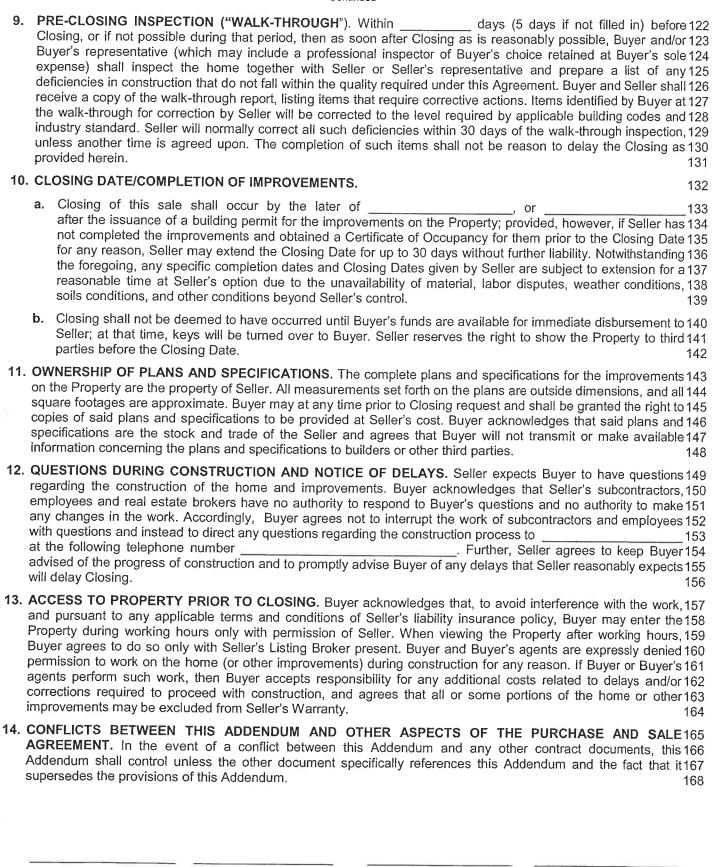
Date

Seller's Initials

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#### PRESALE ADDENDUM

Continued



Date