

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated _____
between _____ (“Buyer”)
Buyer Buyer
and _____ (“Seller”)
Seller Seller
concerning _____ (the “Property”).
Address City State Zip

1. LOAN APPLICATION.

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

2. FINANCING 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.
 - ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give “Notice of Termination” of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 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.
 - iii. **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.**
- i. **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.
 - ii. **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).

Buyer’s Initials Date Buyer’s Initials Date Seller’s Initials Date Seller’s Initials Date

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3. LOAN COST PROVISIONS. Seller shall pay up to \$ _____; or _____% of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is insufficient to pay for those costs. If checked, Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan). Buyer's waiver of the Financing Contingency shall not change the parties' obligations under this Paragraph 3.

4. EARNEST MONEY. If Buyer has not waived the Financing Contingency, and is unable to obtain financing by the Closing Date after a good faith effort then, on Buyer's notice on or before the Closing Date, this Agreement shall terminate. The Earnest Money shall be refunded to Buyer as a consequence of Buyer's failure to obtain financing only if after lender confirms in writing to Seller within 20 days of the date of Buyer's termination notice (a) the date Buyer's loan application for the Property was made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient non-contingent funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such confirmation.

5. APPRAISAL LESS THAN SALE PRICE.

a. Notice of Low Appraisal. If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5.

b. Seller's Response. Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:

- i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
- ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
- iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
- iv. Seller's rejection of Buyer's notice of low appraisal.

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response.

c. Buyer's Reply.

- i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency (including waiver of this Paragraph 5); or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.
- ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

**FINANCING ADDENDUM TO
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iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer.

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

d. **Appraisal, Inspection, and Work Orders.** Seller shall permit appraisals and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such appraisals or inspections unless otherwise agreed. The parties acknowledge that the lender's appraisal may condition the appraised value of the Property on the completion and approval of work orders prior to Closing ("Appraisal Work Order"). Buyer shall, within 3 days of receiving an Appraisal Work Order, give notice to Seller, which notice shall include a copy of the Appraisal Work Order. If Buyer is unable to obtain financing by Closing due to an incomplete Appraisal Work Order then, on Buyer's notice, this Agreement shall terminate. If Buyer has not waived this Paragraph 5, the Earnest Money shall be refunded to Buyer after providing lender's confirmation in compliance with Paragraph 4, including lender's statement that Buyer was unable to obtain financing by Closing due to an incomplete Appraisal Work Order.

6. **FHA/VA/USDA - APPRAISAL CERTIFICATE.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5.

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

7. **VA AMENDATORY CLAUSE.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

8. **EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This Paragraph 8 shall survive Buyer's waiver of this Financing Contingency.

**INSPECTION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**

Continued

5. ADDITIONAL TIME FOR INSPECTIONS. If an inspector ~~so~~ recommends that any item requires further evaluation, Buyer may obtain such evaluation at Buyer's option and expense. ~~To receive~~ shall have additional time, Buyer must give Seller written notice of Buyer's intent to obtain further inspections evaluation of any item by a specialist at Buyer's option and expense if, on or evaluations before the ~~end of the Initial~~ Inspection Period expires, ~~Buyer provides notice that Buyer will seek additional inspections and, if requested by Seller, provide upon Seller's request, a copy of~~ the inspector's recommendation. If Buyer ~~delivers~~ provides timely notice of additional inspections (and, if requested by Seller, a copy of the inspector's recommendation), the Inspection Period ~~Buyer shall expire~~ have _____ (5 days if not filled in) after Buyer delivers such giving the notice to obtain the additional inspection(s) as recommended by the inspector and the Initial Inspection Period shall be so extended.

6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS. If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.

a. Seller's Response to Request for Repairs or Modifications. Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:

b. Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.

ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.

7. REPAIRS. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector or specialist who recommended the repair, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of that agreement.

8. OIL STORAGE TANKS. Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.

9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY. Buyer is advised that OSS on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any OSS on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate OSS system on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum).

10. NEIGHBORHOOD REVIEW CONTINGENCY. If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within

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

_____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

SAMPLE

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

Continued

7.6. **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 _____.

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

8.7. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:

- a. Association rules and regulations, including, but not limited to architectural guidelines;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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

10.9. _____
Excluded Item(s). The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):

14.10. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Unless completed below, the parties waive ordering of Buyer shall order a one-year home warranty policy in connection with this Agreement as follows:

- a. Home warranty provider: _____
- 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.

c. Home warranty coverage period: _____ (one year, if not filled in).

d. Options to be included: _____ (none, if not filled in).

e. Other: _____.

12.11. **Other.**

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

Continued

expiration of the contingency in Paragraph 1, whichever is earlier (the "Bump Period") to waive or satisfy this contingency. If Buyer does not timely waive or satisfy this contingency, this Agreement shall terminate and the Earnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bump Notice (Form 44) or similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.

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

HOMEOWNER INSURANCE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated _____
between _____ (“Buyer”)
Buyer Buyer
and _____ (“Seller”)
Seller Seller
concerning _____ (the “Property”).
Address City State Zip

Notice to Buyer Concerning Homeowners Insurance.

The availability and cost of homeowners insurance depends on a number of factors, including Buyer’s personal insurance history, Buyer’s financial and credit history, the condition, construction type, and location of the Property, risk of natural disaster and other potential loss for the Property, and the claims history for the Property. At the time of application, most insurance companies will only issue a binder, which is a temporary commitment to provide insurance which is not a guarantee that a policy will be issued. After issuing the binder, the insurance company will take additional time to make a final decision about issuing a policy, the coverages to be provided and the premium. Accordingly, it is important for Buyer to apply for insurance as early as possible.

Homeowners Insurance Contingency/Application.

This Agreement is contingent on Buyer obtaining a binder for a standard policy of homeowners insurance at an annual premium not to exceed _____% (½ of 1%, if not filled in) of the Purchase Price, with a deductible not to exceed \$_____ (\$2,000, if not filled in) (exclusive of all additional coverages e.g., art, jewelry, earthquake, etc.).

In addition to obtaining a binder for a standard policy of homeowners insurance as set forth above, this Agreement is contingent on Buyer obtaining a binder for (select all that apply):

- additional coverages required by Buyer’s lender at an additional annual premium not to exceed _____% (½ of 1%, if not filled in) of the Purchase Price, with a deductible not to exceed \$_____ (\$2,000, if not filled in).
- flood insurance coverage at an additional annual premium not to exceed _____% (½ of 1%, if not filled in) of the Purchase Price, with a deductible not to exceed \$_____ (\$2,000, if not filled in) (not applicable if required by lender as additional coverage).
- landslide insurance coverage at an additional annual premium not to exceed _____% (½ of 1%, if not filled in) of the Purchase Price, with a deductible not to exceed \$_____ (\$2,000, if not filled in) (not applicable if required by lender as additional coverage).
- earthquake insurance coverage at an additional annual premium not to exceed _____% (½ of 1%, if not filled in) of the Purchase Price, with a deductible not to exceed \$_____ (\$2,000, if not filled in) (not applicable if required by lender as additional coverage).
- _____ insurance coverage at an additional annual premium not to exceed _____% (½ of 1%, if not filled in) of the Purchase Price, with a deductible not to exceed \$_____ (\$2,000, if not filled in) (not applicable if required by lender as additional coverage).

Buyer shall make application for the applicable insurance coverages within _____ days (5 days, if not filled in) of mutual acceptance, and if Buyer fails to timely make application, then this contingency shall be deemed waived. This contingency shall be deemed satisfied (waived), unless within _____ days (15 days if not filled in) of mutual acceptance, Buyer gives notice that, after a good faith effort, Buyer is unable to obtain the applicable binder(s) on the terms set forth above. If Buyer gives such notice, this Agreement shall terminate. The and the Earnest Money shall be refunded to Buyer if Buyer provides, no later than _____ days (5 days if not filled in) following Buyer’s notice of termination based on the Homeowner Insurance Contingency, the letter from the insurance broker or insurance company evidencing (a) the date Buyer’s application for the applicable coverages was made; and (b) either unavailability of coverage for one or more of the applicable coverages or the quoted premium or deductible amounts exceeding the specified threshold for one or more of the coverages.

RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

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

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

3. **Seller:** _____
Seller Seller

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

Address City County State Zip

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

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

7. **Earnest Money:** \$ _____ U.S. Dollars; Delivery Date _____ days after mutual acceptance
To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum)

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

9. **Title Insurance Company:** _____

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

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

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

13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing

14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation

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

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

17. **Buyer Brokerage Compensation:** _____; _____ Addendum for Buyer Credit
(a) Seller's Offer (if any) (b) Amount to be Paid by Seller

18. **Addenda:** _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Seller Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Seller E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

Firm Document E-mail Address _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Listing Broker E-mail Address _____

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

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

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

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

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Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

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

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

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

g. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

h. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility and internet charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and

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Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

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

i. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale.

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

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

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

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

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

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

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

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

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court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement.

- v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.
- w. **Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. Brokers make no representation concerning: (i) the lot size, boundaries, or accuracy of any information provided by Seller; (ii) the square footage of any improvements on the Property; or (iii) whether there are any encroachments (e.g., fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage, and encroachments to Buyer's satisfaction. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third-party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. **Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.
- z. **Financial Crimes Enforcement Network (FinCEN) Real Estate Reporting.** Section 1010.821 of Chapter 31 of the Code of Federal Regulations ("Code") requires that certain residential real estate transactions purchased with all cash or without institutional lender financing, where at least one buyer is a legal entity, limited liability company, corporation, partnership, trust, trustee, or other non-natural person, must be reported to the United States Treasury Department's Financial Crimes Enforcement Network ("FinCEN Report").
If this transaction is subject to the FinCEN Report, then Seller and Buyer shall, no later than Closing, provide to the Closing Agent the information and documentation necessary to enable the Closing Agent to complete the FinCEN Report. Such information and documentation includes the full legal name, date of birth, residential street address, and the IRS taxpayer identification number of the beneficial owners of the Buyer, as further defined and described in the Code. Buyer shall also pay all costs and fees to prepare and file the FinCEN Report.

EXCLUSIVE SALE AND LISTING AGREEMENT

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between

_____, ("Seller") and
Seller _____ Seller _____

_____, ("Listing Firm" or "Firm") with regard
to the real property commonly known as _____, City _____,
County _____, WA, Zip _____; and legally described on Exhibit A ("the Property").

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

2. **TERM.** Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.

3. **AGENCY.**
a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
b. Listing Broker. Listing Firm appoints _____ to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. No other brokers affiliated with Firm are agents of Seller.

4. **LIMITED DUAL AGENCY.**
a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller.

Seller's Initials Date Seller's Initials Date

b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Listing Firm's Buyer's Broker, acting as a limited dual agent.

5. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached Listing Input Sheets ("Listing Information") and photographs, images, videos, virtual tours, drawings, renderings, sketches, floorplans, and other representations of the Property (collectively "the Photographs Listing Data"), to be published by MLS on _____ ("List Date"), which date shall not be more than 90 days from the Effective Date. Seller acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, Seller may instruct Listing Broker to limit marketing by not displaying the Property address or map location on the internet, by eliminating any and all internet advertising, and by imposing specific showing requirements and other similar restrictions.

6. **FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

Seller's Initials Date Seller's Initials Date

EXCLUSIVE SALE AND LISTING AGREEMENT

7. COMPENSATION. Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller's breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:

- a. Listing Firm Compensation.
 - i. _____% of the sales price; \$ _____; other _____; or
 - ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price; \$ _____; other _____ (equal to the amount in subsection 7(a)(i) above if not filled in).
- b. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm.
- c. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
- d. Additional Consent. Seller consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030.

8. REFERRAL FEE DISCLOSURE. Listing Firm is; is not (is not, if not filled in) obligated to pay a portion of the Listing Firm compensation to a real estate firm ("Referring Firm") that referred Seller to Listing Firm. Seller consents to Listing Firm sharing a portion of the Listing Firm compensation as follows:

- a. Referring Firm: _____;
- b. Referral Fee: _____% of the Listing Firm compensation; or \$ _____.

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

- a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.

10. MULTIPLE LISTING SERVICE. Seller authorizes Listing Firm and MLS to publish and distribute the Listing Information and Photographs (collectively, the "Listing Data") to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may provide refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is provided referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement.

EXCLUSIVE SALE AND LISTING AGREEMENT

- 11. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is provided/referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims.
- 12. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any Photographs, photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the Photographs, photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets and any supplemental document describing features or conditions of the Property (attached to and incorporated into this Agreement by this reference) is correct.
- 13. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.
- 14. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate.
- 15. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA, USDA, or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment.
- 16. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance shall be retained by Seller; divided equally between Seller and Firm (retained by Seller if not checked).
- 17. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

Seller's Initials

Date

Seller's Initials

Date

LEASE / RENTAL AGREEMENT

This Lease/Rental Agreement dated: _____ is made and entered into between

Lessor Lessor ("Lessor"),
and _____ ("Tenant")
Tenant Tenant
for the "Property" commonly known as _____,
Address

City State Zip County

If this Agreement is for more than one (1) year, the [Agreement must be notarized](#) legal description of the Property is attached as Exhibit A.

1. **TERM OF AGREEMENT.** This Agreement is for a term of _____ (six (6) months minimum) commencing on _____. This Agreement shall end at midnight on _____ ("Expiration Date").

a. If the term of this Agreement is between six and twelve months, upon the Expiration Date, this Agreement shall continue as a month-to-month tenancy unless ~~Lessor/Landlord~~ provides written notice to Tenant at least 60 days prior to the Expiration Date (the "Termination Notice") that the Agreement will expire on the Expiration Date. If ~~Lessor/Landlord~~ timely provides the Termination Notice, Tenant must vacate and surrender possession of the Property on the Expiration Date. ~~If this Agreement continues as a month-to-month tenancy, Landlord acknowledges that Landlord may have limited rights to remove Tenant from the Property.~~

b. If the term of this Agreement is for twelve months or more, Tenant must vacate and surrender possession of the Property on the Expiration Date and this Agreement shall not continue on a month-to-month basis. ~~Lessor/Landlord~~ shall provide written notice to Tenant at least 60 days prior to the Expiration Date (the "Termination Notice") that the Agreement will expire on the Expiration Date. To continue the tenancy beyond the Expiration Date, Lessor and Tenant may enter into successive rental agreements with terms of at least six (6) months or more.

Lessor shall deliver the Termination Notice to Tenant in a manner consistent with RCW 59.12.040. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover to the extent permitted by applicable laws. If Tenant vacates prior to the Expiration Date (as extended, if applicable), Tenant shall be obligated for rent payments for the remainder of the term, or until the Property has been re-rented whichever is less, and the security deposit shall be forfeited in the amount of Tenant's obligation, in a manner consistent with RCW 59.18.310.

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

3. **RENT.** Tenant shall pay rent as follows:

a. **Amount and Due Date.** The base rent is \$ _____ per month, payable in advance and due on or before the first day; _____ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.

b. **Payments.** Rent shall be paid to (check one): Listing Firm at the address below; Lessor at the address below; or _____. [Lessor may designate another address where rent is to be received and such designation shall not be considered a material change to this Agreement.](#)

c. **First Month's Rent.** Upon mutual acceptance of this Agreement, Tenant shall pay Lessor the

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

LEASE / RENTAL AGREEMENT
(Continued)

sum of \$ _____ as the first and _____ month's rent, and Lessor shall provide Tenant a receipt. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.

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

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

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

5.6. SECURITY DEPOSIT. Prior to the commencement of the Term, Tenant shall pay Lessor the sum of \$ _____ as a security deposit, and Lessor shall provide Tenant a receipt.

The security deposit shall be deposited in a trust account in _____ Bank, _____ Branch, in _____, WA. Lessor or Listing Firm will give written notice of any change in said depository. This deposit is security for performance of Tenant's obligations in this Agreement, including but not limited to payment of rent, late fees, and for any damages to and cleaning of the Property, for which Tenant is responsible.

A "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon commencement of tenancy and a written copy given to Tenant. No security deposit may be collected unless the Move In/Move Out Addendum is completed. Form 68A or a similar form may be used for the Move In/Move Out Addendum.

Within thirty (30) days after termination of tenancy and vacation of premises (or abandonment of premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand.

6.7. MAINTENANCE. Tenant shall at all times maintain the Property, including any yard and lawn, in a neat and clean condition and upon termination of this Agreement will leave the Property in as good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any alterations or improvements to the Property without Lessor's prior written approval.

a. **Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally cleaned and provide Lessor with a receipt evidencing the same.

7.8. INSPECTION/SALE. Lessor may enter the Property to inspect it or make alterations or repairs at reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice.

8.9. RENT LATE CHARGE/NSF CHECK. If any rent is not paid within five days of the due date, Tenant shall pay a late charge of \$ _____ for each day that the same is delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or \$ _____. Tenant shall pay a charge of \$ _____ for each NSF check given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF.

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

LEASE / RENTAL AGREEMENT
(Continued)

In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent upon delivery. Lessor shall notify Tenant of a 14-day notice to pay late rent or vacate and NSF check charges and the same must be paid within fourteen (14) days.

9.10. NONREFUNDABLE FEE. Tenant shall pay, prior to occupancy, a nonrefundable fee of \$_____ for _____. Lessor will not return this nonrefundable fee under any conditions. The fee may not be used hold the Property for Tenant or to secure Tenant's obligation to move into the Property.

11. PETS. No pets (including dogs, cats or cats) other animals will be permitted on the Property without a fully executed Pet Agreement (NWMLS Form No. 68B).

10.a. **Service Animal; Emotional Support Animal.** Tenant represents that, as of the date of this Agreement, Tenant does not require an emotional support animal, service animal, or therapy animal and has not requested Lessor to make any reasonable accommodation involving animals.

11.12. RENTERS INSURANCE. Tenant is not a beneficiary of any policy maintained on the premises by Lessor. Renter's insurance is available to Tenant for coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property.

a. **Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's insurance policy within five days of mutual acceptance of this Agreement.

12.13. CARBON MONOXIDE ALARMS. Lessor shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property.

13.14. SMOKE DETECTOR. Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures:

- (a) The smoke detection device is hard-wired; battery operated.
- (b) The Building does; does not have a fire sprinkler system.
- (c) The Building does; does not have a fire alarm system.
- (d) The building has a smoking policy, as follows:

- The building does not have a smoking policy
- (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency notification plan for occupants.
- (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency relocation plan for occupants.
- (g) The building has an emergency evacuation plan for occupants, a copy of which is attached

LEASE / RENTAL AGREEMENT
(Continued)

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

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

21.23. MOLD DISCLOSURE. Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."

22.24. FAIR HOUSING. Lessor and Tenant acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

Tenant Date Lessor Date

Tenant Date Lessor Date

Tenant's Present Address Lessor's Address

City, State, Zip City, State, Zip

Home Phone Work Phone Lessor's Phone

Tenant's Employer

Tenant Brokerage Firm Listing Firm

Tenant Broker Listing Broker

Tenant Brokerage Firm's Phone Number Listing Firm's Phone Number

Tenant Broker's E-mail Address Listing Broker's E-mail Address

Listing Firm's Address

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

LEASE / RENTAL AGREEMENT
(Continued)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged the signing of the instrument
as a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____
Signature: _____
Print Name: _____
Notary Public in and for the State of
Washington, Residing at: _____
My Appointment Expires: _____

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged the signing of the instrument
as a free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____
Signature: _____
Print Name: _____
Notary Public in and for the State of
Washington, Residing at: _____
My Appointment Expires: _____

(Use this space for notary stamp/seal.)

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

LEASE / RENTAL AGREEMENT
(Continued)

RULES

1. **Garbage.** Tenant shall furnish Tenant's own garbage can and place it where required for pickup.
2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes.
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.
4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.
5. **Drains.** Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.
6. **Nails/Painting.** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor.
7. **Lawns & Shrubs/Snow.** Tenant shall cut and water any lawn and water any shrubs, trees, and landscaping so as to maintain the same in as good a condition as they are presently. In the event of snow, Tenant will remove the same from any abutting sidewalks.
8. **Noise/Nuisance.** Tenant shall keep TV, stereo, radio, and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property.
9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. [Guests may not stay at the Property more than seven \(7\) days in any thirty \(30\) day period.](#)
10. **Pets.** If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces, or surrounding Property except on a leash and accompanied by Tenant. It is Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties.
11. **Vehicles.** Tenant shall not park or store recreation vehicles, trailers, boats and inoperable or unlicensed automobiles on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Tenant shall complete repairs to any vehicles in these locations within 24 hours of commencement.
12. **Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, Tenant shall keep noise to a minimum therein and nothing may be stored, even temporarily, therein.
13. **Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used.
14. **Water Beds, Pianos & Heavy Objects.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance.
15. **Screens and Curtains.** Lessor is not obligated to provide window [coverings](#) and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them.

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date