

**SPOKANE ADDENDUM
TO PURCHASE AND SALE AGREEMENT**



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

1. **SEEK ADVICE ON MATTERS OUTSIDE BROKER’S EXPERTISE.** All parties to this Agreement acknowledge that brokers may not be qualified to offer expert advice on matters outside their expertise and acknowledge being advised to seek expert advice on such matters from qualified experts/professionals having proper licensing in Washington State when applicable, including but not limited to the following (license status and/or disciplinary actions for the following professionals may be found at the following websites):

- Attorneys – WA State Bar Association: www.wsba.org
- Certified Public Accountants (CPA) - WA State Board of Accountancy: <https://acb.wa.gov/>
- Inspectors: WA State Department of Licensing: www.dol.wa.gov/business/homeinspectors
- Contractors: WA State Department of Labor & Industries: <https://secure.lni.wa.gov/verify/>
- Engineers: WA State Department of Licensing: <https://professions.dol.wa.gov/s/license-lookup>

2. **PROPERTY CONDITIONS**

- **Property Alterations:** Repair, remodeling, and construction of improvements should be performed in accordance with law (by licensed contractors when a license is required).
- **Sewer/Septic:** On-site sewage disposal systems and septic tanks should be inspected by inspectors licensed by the local city or county sewer district having jurisdiction over the Property and licensing should be confirmed with that agency.
- **Well Water:** Water well tests are customarily performed by inspectors licensed as contractors under RCW 18.27 or by qualified engineers.
- **Soil conditions, ground/surface water:** Soil stability and/or surface/subsurface water issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.

3. **INSPECTIONS AND TESTS.** As referenced in the Property Condition Disclaimer provision of the Purchase and Sale Agreement, there may be defects present in any property that may adversely affect the property. None of the real estate brokerage(s) or broker(s) involved in this transaction is an expert regarding the identification, detection, or presence of concealed defects. Information regarding various hazards and contaminants can be found at the following websites:

- Mold: www.epa.gov/mold/brief-guide-mold-moisture-and-your-home
- Asbestos: www.epa.gov/asbestos
- Other indoor organic compounds: <https://www.doh.wa.gov/CommunityandEnvironment/Contaminants>.
- Structural pest inspector: <https://agr.wa.gov/services/licenses-permits-and-certificates/pesticide-license-and-recertification/pesticide-and-spi-licensing/license-lists>

In addition, the following are hazards and contaminants that a buyer should be aware of:

- a. **Radon** is a colorless, odorless gas that can be present inside dwellings and other structures. Various areas in the Spokane region have high radon levels. A professional home inspection may not include testing for the presence of radon and a radon test may require the services of a radon specialist. Buyer is advised to have a qualified professional conduct proper radon testing at the Property. **Radon information can be obtained from the Environmental Protection Agency at <https://www.epa.gov/indoor-air-quality-iaq>.**

Buyer’s Initials Date _____ Date _____ Date _____ Date



b. Water Contaminants: Various counties may not require testing for certain common contaminants to approve well water as potable. Additionally, the Centers for Disease Control and Prevention (CDC) and the Agency for Toxic Substances and Disease Registry (ATSDR) have conducted exposure assessments in communities near current or former military bases that are known to have polyfluoroalkyl substances (PFAS) in drinking water. Information regarding PFAS can be obtained in the following link: <https://www.atsdr.cdc.gov/pfas/docs/factsheet/Spokane-Factsheet-508.pdf>

It should not be assumed that any property with a water source has potable water. **The parties are advised to have a qualified professional submit water samples to an accredited drinking water laboratory to test for possible contaminants.**

- 4. **PARTIES ACKNOWLEDGEMENTS.** Seller acknowledges responsibility for disclosing to Buyer in writing any knowledge regarding the presence of adverse conditions affecting the Property, including but not limited to matters in Sections 1 through 3 above. Buyer acknowledges sole responsibility for deciding whether to procure any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property included but not limited the matters in Sections 1 through 4 above. This is intended as general advice and is not a substitute for professional advice.
- 5. **ARCHAEOLOGICAL OBJECTS.** Archeological objects in Washington State are protected and managed by the Department of Archaeology and Historic Preservation (“DAHP”) pursuant to RCW 27.53. These objects are defined as “the physical evidence of indigenous and subsequent culture, including material remains of past human life, including monuments, symbols, tools, facilities and technological by-products”. The DAHP regulates removal or disturbance of any Archaeological Resources from the property where they are found (an “Archaeological Site”). Violations of the requirements of RCW 27.53 could result in felony or misdemeanor penalties.

Pursuant to RCW 42.56.300, information regarding an Archaeological Site is exempt from public records disclosure requests, but the DAHP is required to respond to public records requests from the owner of the real property for archeological information that may or may not impact the Property. Buyer is advised to solicit the cooperation of the property owner(s)/Seller to make a public records request for archaeological information pertaining to the Property.

Seller is aware is not aware (is not aware, if not checked) of the existence of an Archaeological Site(s) on the Property.

If Buyer submits a public records request to the DAHP and the records indicate the presence of an Archaeological Site on the Property, then Buyer may terminate this Agreement within 5 days after Buyer’s receipt of such records by delivering a written termination notice to Seller that includes a copy of the records from the DAHP. The Earnest Money shall be refunded to Buyer if Buyer terminates this Agreement according to this provision. **If Buyer does not request Seller’s cooperation within 5 days of mutual acceptance, Buyer waives the opportunity to obtain Seller’s cooperation to make any request for information from the DAHP, and further waives Buyer’s right to terminate this Agreement pursuant to this provision.**

Buyer holds the Seller, real estate brokerage(s), real estate broker(s), and the closing agent(s) of this Agreement harmless from any and all damage(s) or liability that may arise from the location or existence of any Archaeological Site(s) that may exist on the Property.

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