

Real Estate Brokerage in Washington

Client Initials & Date

Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an "agent" and the seller/landlord and buyer/tenant is referred to as the "principal." For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.

For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm's designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.

For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm's designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.

For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker's designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker's designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.

Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

1. Completion of performance by the broker;
2. Expiration of the term agreed upon by the parties;
3. Termination of the relationship by mutual agreement of the parties; or
4. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

1. The term (duration) of the agreement;
2. Name of the broker(s) appointed to act as an agent for the principal;
3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
4. Whether the principal consents to limited dual agency;
5. The terms of compensation;
6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
7. Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

1. To exercise reasonable skill and care;
2. To deal honestly and in good faith;
3. To timely present all written offers, written notices, and other written communications to and from either party;
4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
5. To account in a timely manner for all money and property received from or on behalf of either party;
6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
7. To disclose in writing who the broker represents; and
8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

Property Must Be Marketed Publicly

Brokers who represent a seller must market residential property to all members of the public and all other brokers and may not market the property to an exclusive group of buyers or brokers only, unless the health or safety of the owner or occupant requires.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
2. To timely disclose to their principal any conflicts of interest;
3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
4. To not disclose any confidential information from or about their principal; and
5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
2. To timely disclose to both principals any conflicts of interest;
3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
4. To not disclose any confidential information from or about either principal; and
5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.



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RCW 18.86.120
WA State Forms

EXCLUSIVE SALE AND LISTING AGREEMENT

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

SELLER 1, SELLER 2 ("Seller") and
Seller Seller

LISTING BROKERAGE ("Listing Firm" or "Firm") with regard to the real property commonly known as **ADDRESS**, City **CITY**, County **COUNTY**, WA, Zip **ZIP**; and legally described on Exhibit A ("the Property").

1. **DEFINITIONS.** (a) "MLS" means the **YOUR MLS** 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 **EXPIRATION DATE** ("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 **LISTING AGENT** 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.

review with clients to initial if they agree

_____ _____ 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"), to be published by MLS on **LISTING LIVE DATE** ("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

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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. amout YOU receive for listing

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). TOTAL amount YOU receive if Buyer does not have an agent

b. Expiration of the Listing Term. If Seller shall, within **180** 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.

Was the client referred to you?

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 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, 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.

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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 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, Seller warrants that Seller has the necessary rights in the Photographs 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.

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18. SELLER OPT-OUT. Check one if applicable: typically left unchecked

a. ❑ I have advised Listing Broker that I do not want the listed property to be displayed on the internet; or

b. ❑ I have advised Listing Broker that I do not want the address of the listed property to be displayed on the internet.

c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings on the internet will not see information about the listed property in response to their search.

19. OTHER.

If Seller cancels or withdraws the listing prior to the contract expiration date, a cancellation fee of $2,000 will be due to listing agent for listing and marketing expenses.

ADD ANY CLAUSES REQUIRED BY YOUR BROKERAGE OR AGREED TO BETWEEN YOU AND YOUR CLIENT.

Seller's Signature **SELLER 1** Date	Seller's Signature **SELLER 2** Date
Seller E-mail Address	Seller Phone Number
LISTING BROKERAGE Listing Firm	YOUR SIGNATURE Listing Broker's Signature Date
BROKERAGE LICENSE Listing Firm License Number	**BROKERAGE LICENSE** Listing Broker License Number
BROKER DOCS EMAIL Listing Broker E-mail Address	**(123)456-7890 PHONE NUMBER** Listing Broker Phone Number

Pacific Regional Multiple Listing Service (PACMLS)
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Residential SINGLE-FAMILY Data Form

08-2024

MLS #: MLS #

*** PropertyType**
- ☐ Condo
- ☐ Co-Op
- ☐ Geodesic
- ☐ Log Home
- ☐ Manufactured-Owned Lot
- ☐ Manufactured-Rented Lot
- ☐ Patio Home
- ☐ Site Built-Owned Lot
- ☐ Site Built-Rented Lot
- ☐ Town House

*** Levels**
- ☐ 1 Story
- ☐ 1 Story w/Basement
- ☐ 1 Story w/Bonus Room
- ☐ 1 1/2 Story
- ☐ 2 Story
- ☐ 2 Story w/Basement
- ☐ 2 1/2 Story
- ☐ Tri-Level
- ☐ 3 Story
- ☐ 4 Level
- ☐ Mid Entry
- ☐ Other

***County:** COUNTY

***Asking Price $:** LIST PRICE

***Address:** _____ (St. #) _____ (St. Dir.) ADDRESS (*Street Name) Unit/Space # _____

Headline: FANCY DESCRIPTION

Cross Street: CROSS STREET

***City:** CITY State: WA ***ZIP+4:** ZIP

*** Status**
- ☒ Active
- ☐ To Be Built
- ☐ Active U/C W/Bump
- ☐ Model Home
- ☐ Sold
- ☐ Under Contract
- ☐ Pend Inspection/Feasib (PIF)
- ☐ Pend Appraisal/Closing (PAC)
- ☐ Rented/Leased

***For Sale or Rent**
- ☐ For Sale
- ☐ For Rent

***IDX**
- ☐ Yes
- ☐ No
- ☐ Yes w/o Address

*** Auction**
- ☐ No
- ☐ Yes

*** HUD**
- ☐ No
- ☐ Yes

*** Bank Owned /REO**
- ☐ No
- ☐ Yes

Latitude: _____

Longitude: _____

*** PACMLS Supra Lock Box**
- ☐ Yes
- ☐ No
- ☐ See Remarks

Lock Box Serial# _____

Lock Box Location _____

CHECK APPROPROPRIATE BOXES

FILL ALL ITEMS WITH AN *

COMMON FIELDS

*** List Agent/Office:** YOUR NAME Epique Realty

Co-Agent/Office: _____

*** Listing Type:** ☐ Exclusive Right ☐ Exclusive Agency ☐ Lease

*** Distressed Property** ☐ Bank Owned /REO ☐ Foreclosure ☐ Not Applicable ☐ Short Sale ☐ Short Sale Approved

*** # of Acres:** ACRES Lot Sq Ft _____ *** Excluded Buyer (Y/N):** N

*** Owner:** OWNER LAST NAME Owner Phone: _____

*** Zoning Type:** Residential *** List Date:** _____ *** Expire Date:** _____

*** Tax Parcel #:** CHECK FOR ACCURACY

Directions: _____

Virtual Tour: _____

Video Tour: _____

VOW Include (Y/N) _____ VOW Address (Y/N) _____ VOW Comment (Y/N) _____ VOW AVM (Y/N) _____

RESIDENTIAL

*** Bedrooms** _____

*** Basement**
- ☐ No
- ☐ Yes

*** Ever Occupied**
- ☐ Unknown
- ☐ Yes
- ☐ No

*** Total Baths**
- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5
- ☐ 6+

*** Garage Capacity**
- ☐ None
- ☐ One
- ☐ Two
- ☐ Three
- ☐ Four
- ☐ Five
- ☐ Six+
- ☐ Carport

*** New Construction**
- ☐ No
- ☐ Yes

Proposed New Const. Start Date: _____

Proposed New Const. New Date: _____

*** New**
- ☐ New Complete
- ☐ Under Construction
- ☐ Existing Construction (Not New)

*** Occupant:** _____ Occupant Phone: _____

*** Subdivision:** _____ Neighborhood: _____

*** Total Sq. Ft.:** _____ *** Finished Sq. Ft.:** _____ Below Grade Sq. Ft.: _____ *** Year Built:** _____

*** Lot Dimensions:** _____ *** School District:** _____

	ROOM SIZE	LOCATION		ROOM SIZE	LOCATION
Living Room:			Bedroom 1:		
Dining Room:			Bedroom 2:		
Den/Study:			Bedroom 3:		
Family Room:			Bedroom 4:		
Kitchen:			Bedroom 5:		
Utility Room:			Bedroom 6:		

*** # of Full Baths:** _____ *** # of ¾ Baths:** _____ *** # of ½ Baths:** _____

Sale Includes: _____

BE SURE CLIENT INITIALS EVERY PAGE >>>

Owner/Seller Initials _____ _____

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Residential SINGLE-FAMILY Data Form

MLS #: MLS # _____

FILL ALL ITEMS WITH AN *

MOBILE HOME

Park Name: _____ Make/Model _____ Serial #/VIN _____

Rules (Y/N): ____ Application (Y/N): ____ Space Rent: _____

FINANCIAL

HOA/Condo: _____ LID Amount Owed: ($) _____

Irrigation. Assmt.: $ _____ Sellers Title Ins. Co. _____

*** Annual Taxes: $** _____ *** Tax Year** _____ Tax-Open Spaces (Y/N) _____

Lease Option (Y/N): _____ Special Tax Designation (Y/N): _____ 1031 Exchange (Y/N): _____

Financing Remarks _____

REMARKS

Public Remarks (2500 Characters Only):

Include: fancy description of amazing property.

Do NOT Include: door/alarm codes or commission amounts.

Agent Confidential Remarks: (2500 Characters Only)

Include: showing instructions, preferred title office, Listing Agent & Brokerage license #s & emails, and door codes.

Do NOT Include: commission amounts.

Owner/Seller's Signature: _____ **Date**: _____

Owner/Seller's Signature: _____ **Date**: _____

Owner/Seller's Mailing Address: _____

Owner/Seller's E-Mail Address: _____

Owner/Seller's Best Contact #: _____

BE SURE CLIENT INITIALS EVERY PAGE >>> Owner/Seller Initials _____ _____

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com WA State Forms

Pacific Regional Multiple Listing Service (PACMLS)
Owned by REALTOR® Associations
Residential SINGLE-FAMILY Data Form

08-2024

MLS #: MLS #

CHECK ALL BOXES THAT APPLY

A. AGENT INFO/SHOW INST
- 1. 1 Hour Notice
- 2. 24 Hour Notice
- 3. Appointment Only
- 4. Beware of Dog
- 5. Call 1st then Show
- 6. Call Broker
- 7. Call Listing Office
- 8. Call Occupant
- 9. Day Sleeper
- 10. Keep Pets In/Out
- 11. Key at Listing Office
- 12. List Agent Accompany
- 13. Lock Box Occupied
- 14. Lock Box Vacant
- 15. No Lock Box
- 16. No Sign
- 17. Owner Occupied
- 18. Recip Agrmt Required
- 20. Renter Occupied
- 21. Restricted
- 22. Security System
- 23. Show Anytime
- 24. Use Broker Bay
- 25. Don't Use Broker Bay
- 26. Special Needs
- 27. Vacant
- 28. See Remarks

B. AGREEMENTS
- 1. CC&R
- 2. Easements
- 3. Homeowners Assn
- 4. Irrigation Water
- 5. Lease
- 6. Road Maintenance
- 7. Storm Water
- 8. Water
- 9. Well - Shared/Community
- 10. See Remarks

C. APPLIANCES
- 1. Central Vacuum
- 2. Compactor
- 3. Cook Top
- 4. Dishwasher
- 5. Dryer
- 6. Freezer
- 7. Garbage Disposal
- 8. Instant Hot Water
- 9. Microwave Oven
- 10. Oven
- 11. Range
- 12. Range/ Oven
- 13. Refrigerator
- 14. Washer
- 15. Water Filter
- 16. Water Heater
- 17. Water Softener - Leased
- 18. Water Softener - Owned
- 19. Wine Chiller
- 20. None
- 21. See Remarks

D. AVAILABLE FINANCING
- 1. ARM
- 2. Assume
- 3. Cash
- 4. Conventional
- 5. Deed of Trust
- 6. FHA
- 7. Lease Option
- 8. Seller Financing
- 9. USDA
- 10. VA
- 11. See Remarks

E. BASEMENT
- 1. Cellar
- 2. Daylight/Outside Entrance
- 3. Finished
- 4. Full
- 5. Inside Entrance
- 6. Majority
- 7. No Basement
- 8. Partial
- 9. Unfinished
- 10. Windows - Egress
- 11. Windows - non Egress
- 12. See Remarks

F. CONSTR. TYPE/EXTERIOR
- 1. Block
- 2. Composition
- 3. Concrete Board
- 4. Lap
- 5. Log
- 6. Masonite
- 7. Masonry
- 8. Metal
- 9. Modular
- 10. Rock
- 11. Stucco
- 12. Stucco Board
- 13. T 1-11
- 14. Transite- Type
- 15. Trim - Brick
- 16. Trim - Rock
- 17. Vinyl
- 18. Wood Frame
- 19. Wood Siding
- 20. Woodshake
- 21. See Remarks

G. CLOSING/POSSESSION
- 1. Closing
- 2. Closing +
- 3. Early Occupancy
- 4. Negotiable
- 5. Renters Rights
- 6. See Remarks

H. EXTERIOR FEATURES
- 1. Athletic Court
- 2. Balcony
- 3. Barn(s)
- 4. Cabana/Gazebo
- 5. Chicken Coop
- 6. Corrals
- 7. Deck/Covered
- 8. Deck/Open
- 9. Deck/Trex-type
- 10. Deck/Wood
- 11. Dog Run
- 12. Fencing/Enclosed
- 13. Fencing/Partial
- 14. Greenhouse
- 15. Handicap Accessible
- 16. Hot Tub
- 17. Irrigation
- 18. Lighting
- 19. Other Residence
- 20. Outdoor Barbeque
- 21. Patio/Covered
- 22. Patio/Open
- 23. Porch
- 24. Sat. Dish/Equip Incl
- 25. Sat. Dish/No Eqp Incl
- 26. Satellite Dish/Leased
- 27. Sauna
- 28. Setup for Livestock
- 29. Shed
- 30. Shop
- 31. Solar Panels
- 32. Storage Building
- 33. Water Feature
- 34. See Remarks

I. FIREPLACE
- 1. 1
- 2. 2
- 3. 3
- 4. FP - "0" Clear
- 5. FP - Circulate
- 6. FP - Double Sided
- 7. FP - Electric
- 8. FP - Gas
- 9. FP - Insert
- 10. FP - Masonry
- 11. FP - Propane
- 12. FP - Wood
- 13. Freestand Stove-Nat Gas
- 14. Freestand Stove-Pellet
- 15. Freestand Stove-PrGas
- 16. Freestand Stove-Wood
- 17. Gas Heater Ventless
- 18. In Basement
- 19. In Family Room
- 20. In Living Room
- 21. In Master Bedroom
- 22. Propane Tank Leased
- 23. Propane Tank Owned
- 24. See Remarks

J. FLOORING
- 1. Carpet
- 2. Laminate
- 3. Slate
- 4. Tile
- 5. Vinyl
- 6. Wood
- 7. Other
- 8. See Remarks

K. FOUNDATION/CONST
- 1. Block
- 2. Brick
- 3. Concrete
- 4. Concrete Runners
- 5. Concrete Slab
- 6. Crawl Space
- 7. Frame
- 8. Log
- 9. None
- 10. Partial
- 11. Pit Set
- 12. Post Beam
- 13. Steel
- 14. Stone
- 15. Tie Downs FHA/VA
- 16. See Remarks

L. GARAGE/PARKING
- 1. 1 Car
- 2. 2 Car
- 3. 3 Car
- 4. 4 Car
- 5. Attached
- 6. Carport
- 7. Detached
- 8. Door Opener
- 9. Finished
- 10. Golf Cart Storage
- 11. Off Street Spaces
- 12. RV Parking - Covered
- 13. RV Parking - Open
- 14. Street Only
- 15. Tandem
- 16. Workshop
- 17. None
- 18. See Remarks

M. HVAC
- 1. Air Wall
- 2. Air Window
- 3. Central Air
- 4. Central Air 2 or more sys
- 5. Electric - Cooling
- 6. Electric Air Filter
- 7. Evaporative
- 8. Gas - Cooling
- 9. Geothermal - Cooling
- 10. Heat Pump - Cooling
- 11. Humidifier - Cooling
- 12. Multizone - Cooling
- 13. Plenum - Cooling
- 14. None
- 15. See Remarks - Cooling
- 16. Air Cleaner
- 17. Baseboard/Wall
- 18. Ceiling
- 19. Electric - Heating
- 20. Filter/Electronic
- 21. Filter/HEPA
- 22. Fireplace
- 23. Forced Air
- 24. Furnace
- 25. Gas - Heating
- 26. Geothermal - Heating
- 27. Heat Pump - Heating
- 28. Heat Pump/Water Source
- 29. Hot Water
- 30. Hot Water/Floor
- 31. Humidifier - Heating
- 32. Leased System
- 33. Multizone - Heating
- 34. Natural Gas
- 35. Oil
- 36. Pellet
- 37. Plenum - Heating
- 38. Propane
- 39. Radiant
- 40. Solar
- 41. Two Furnaces
- 42. Wood
- 43. Wood Stove
- 44. See Remarks - Heating

N. INTERIOR
- 1. Ceiling - Coffered
- 2. Ceiling - Coved
- 3. Ceiling - Raised
- 4. Ceiling - Vaulted
- 5. Ceiling Fan(s)
- 6. Drapes/Curtains/Blinds
- 7. Extra Storage
- 8. French Doors
- 9. Handicap Accessible
- 10. Hot Tub
- 11. Intercom
- 12. Laundry Chute
- 13 Security System
- 14. Skylight (s)
- 15. Solar Tubes
- 16. Surround Snd - Equip Incl
- 17. Surround Snd - Wired Only
- 18. Utilities in Garage
- 19. Utility Closet
- 20. Utility Sink
- 21. Wet Bar
- 22. See Remarks

O. IRRIGATION SYSTEM
- 1. Application in Progress
- 2. Available - Not Delivered
- 3. Circle
- 4. Connected
- 5. Drip
- 6. Entire Property
- 7. Fee/No Water Available
- 8. Flood
- 9. Gravity
- 10. Hand Line
- 11. Irrigation Pump
- 12. Overhead Sprinklers
- 13. Partial
- 14. Pressurized
- 15. Pumped/Drain
- 16. Pumped/Pond
- 17. Pumped/Well
- 18. Rill
- 19. Solid Set
- 20. Spigot
- 21. Timer
- 22. UGS
- 23. UGS Timed
- 24. Weighted Box
- 25. Weir Box
- 26. Wheel Line
- 27. Year Round
- 28. See Remarks

P. MFG./MOBILE HOME
- 1. All Allowed
- 2. Double Wide
- 3. Fiber Board
- 4. Hard Board
- 5. L & I Inspection
- 6. On Foundation
- 9. Single Wide
- 10. Title Eliminated
- 11. Triple Wide
- 12. See Remarks

Q. POOL
- 1. Above Ground
- 2. Community Pool
- 3. Fiberglass
- 4. Gunite/Concrete
- 5. Heated Other
- 6. Heated Solar
- 7. In Ground
- 8. Indoor
- 9. Membership Avail.
- 10. Membership Included
- 11. Vinyl Liner
- 12. See Remarks

R. PROPERTY DESC.
- 1. Animals Allowed
- 2. Building Restrictions
- 3. Corner Lot
- 4. Cul-de-sac
- 5. Dry Land
- 6. Flood Zone Insurance Req
- 7. Frontage - Golf Course
- 8. Frontage - Water
- 9. Fruit Trees
- 10. Garden Area
- 11. HO Warranty Incl.
- 12. Leased Land
- 13. LID
- 14. LID Pending
- 15. Located In City Limits
- 16. Located in County
- 17. New Manuf Home Only
- 18. No Manuf. Homes
- 19. Open Space (Ag)
- 20. Plat Map - Approved
- 21. Plat Map - Preliminary
- 22. Plat Map - Recorded
- 23. Plat Map - Unrecorded
- 24. Professionally Landscaped
- 25. Residential Acreage
- 26. Seller Will Divide
- 27. Seller Will Not Divide
- 28. Terraced Yard
- 29. View
- 30. Wooded
- 31. See Remarks

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Pacific Regional Multiple Listing Service (PACMLS)
Owned by REALTOR® Associations
Residential SINGLE-FAMILY Data Form

MLS #: MLS #

CHECK ALL BOXES THAT APPLY

S. ROOF
- ☐ 1. Built Up
- ☐ 2. Comp Shingle
- ☐ 3. Concrete Tile
- ☐ 4. Foam
- ☐ 5. Masonite
- ☐ 6. Metal
- ☐ 7. Rolled
- ☐ 8. Tile
- ☐ 9. Vinyl
- ☐ 10. Wood Shake
- ☐ 11. See Remarks

T. ROOMS
- ☐ 1. Bath - Continental
- ☐ 2. Bath - Master
- ☐ 3. Bath - Utility
- ☐ 4. Breakfast Bar
- ☐ 5. Counters-Granite/Quartz
- ☐ 6. Counters - Laminate
- ☐ 7. Counters - Tile
- ☐ 8. Dining - Formal
- ☐ 9. Dining - Kitchen/Combo
- ☐ 10. Dining - Living/Combo
- ☐ 11. Entry/Foyer
- ☐ 12. In-Law Quarters
- ☐ 13. Kitchen Island
- ☐ 14. Master - Main Level
- ☐ 15. Master Suite
- ☐ 16. Master Suite - Dual
- ☐ 17. Pantry
- ☐ 18. Room - Bonus
- ☐ 19. Room - Den
- ☐ 20. Room - Family
- ☐ 21. Room - Great
- ☐ 22. Room - Laundry
- ☐ 23. Room - Sunken Lvng Rm
- ☐ 24. Room - Sunroom
- ☐ 25. Room - Theater
- ☐ 26. Room - Utility
- ☐ 27. Sauna
- ☐ 28. Second Kitchen
- ☐ 29. Tub - Garden
- ☐ 30. Tub - Jetted
- ☐ 31. Walk In Closet(s)
- ☐ 32. See Remarks

U. STREET/ROAD INFO.
- ☐ 1. 4WD Recommended
- ☐ 2. County Road
- ☐ 3. Curbs
- ☐ 4. Deeded Easement
- ☐ 5. Easement
- ☐ 6. Gravel
- ☐ 7. Paved
- ☐ 8. Private Road
- ☐ 9. Sidewalks
- ☐ 10. State/County Highway
- ☐ 11. Street Lights
- ☐ 12. Unimproved
- ☐ 13. Unpaved
- ☐ 14. See Remarks

V. UTILITIES/ELECTRICITY
- ☐ 1. Appliances - Electric
- ☐ 2. Appliances - Gas
- ☐ 3. Cable
- ☐ 4. Electric
- ☐ 5. Gas
- ☐ 6. Separate Meters
- ☐ 7. Solar
- ☐ 8. See Remarks

W. WATER/SEWER
- ☐ 1. Community System
- ☐ 2. Septic - Engineering Req
- ☐ 3. Septic - Installed
- ☐ 4. Septic - Required
- ☐ 5. Septic - Standard
- ☐ 6. Sewer - Connected
- ☐ 7. Sewer - None
- ☐ 8. Sewer - Public Available
- ☐ 9. Water - Artesian
- ☐ 10. Water - Co-op
- ☐ 11. Water - None
- ☐ 12. Water - Public
- ☐ 13. Water - Public Available
- ☐ 14. Water - Spring
- ☐ 15. Water - To Street
- ☐ 16. Water - Well - Drilled
- ☐ 17. Water - Well - Private
- ☐ 18. Water - Well - Shared
- ☐ 19. See Remarks

X. WINDOWS
- ☐ 1. Windows - Bay
- ☐ 2. Windows - Bow
- ☐ 3. Windows - Double
- ☐ 4. Windows - Metal
- ☐ 5. Windows - Single
- ☐ 6. Windows - Storm
- ☐ 7. Windows - Triple
- ☐ 8. Windows - Vinyl
- ☐ 9. Windows - Wood
- ☐ 10. Windows - Wood Wrapped
- ☐ 11. See Remarks

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FIRPTA CERTIFICATION

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

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

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property [X] at:

ADDRESS	**CITY**		**ZIP**
Address	City	State	Zip

or [ ] (if no street address) legally described on the attached.

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

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

ADDRESS.
My home address is _____
Address City State Zip

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

Seller **SELLER 1** Date Seller **SELLER 2** Date

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

ONLY FILL OUT & SIGN IF SELLER IS A NON-RESIDENT ALIEN

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

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

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

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

Buyer **BUYER 1** Date Buyer **BUYER 2** Date

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

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1, BUYER 2** ("Buyer")
Buyer Buyer

and **SELLER 1, SELLER 2** ("Seller")
Seller Seller

concerning **ADDRESS, CITY, ZIP** (the "Property").
Address City State Zip

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant.

Seller's Disclosure

SELLER TO FILL OUT THIS SECTION

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

_____

_____

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (check one below):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

_____

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

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

Seller **SELLER 1** Date

Seller **SELLER 2** Date

DO NOT HAVE BUYERS SIGN UNTIL SELLER HAS FILLED OUT THEIR PORTIONS

SELLERS TO INITIAL HERE

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

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

Continued

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DO NOT HAVE BUYERS SIGN UNTIL SELLER HAS FILLED OUT THEIR PORTIONS

Buyer's Acknowledgment

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

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

(e) Buyer has (check one below):

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

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

Provide the Lead Based Paint Brochure and select Buyer's preferred option.

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

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

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

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

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

DO NOT HAVE BUYERS SIGN UNTIL SELLER HAS FILLED OUT THEIR PORTIONS

Buyer **BUYER 1** Date Buyer **BUYER 2** Date

Broker's Acknowledgment

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

YOUR SIGNATURE & DATE

Buyer Broker **BUYER AGENT** Date Listing Broker **LISTING AGENT** Date

DO NOT HAVE BUYERS SIGN UNTIL SELLER HAS FILLED OUT THEIR PORTIONS

Buyer's Initials Date Buyer's Initials Date

SELLERS TO INITIAL HERE

Seller's Initials Date Seller's Initials Date

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IDENTIFICATION OF UTILITIES
ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1, BUYER 2** ("Buyer")
(Buyer, Buyer)

and **SELLER 1, SELLER 2** ("Seller")
(Seller, Seller)

concerning **ADDRESS, CITY, ZIP** (the "Property").
(Address, City, State, Zip)

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities providing service to the Property and having lien rights are as follows:

LIST ALL UTILITY SERVICES WITH WEBSITE AND PHONE NUMBER

WATER DISTRICT:
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

SEWER DISTRICT:
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

IRRIGATION DISTRICT:
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

GARBAGE:
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

ELECTRICITY:
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

GAS:
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

SPECIAL DISTRICT(S):
(local improvement districts or utility local improvement districts)
Name | e-mail or website (optional)
Address
City, State, Zip | Fax. No. (optional)

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within **5** days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing Broker or Buyer Broker with the names and addresses of all utility providers having lien rights affecting the Property and (2) Buyer and Seller authorize Listing Broker or Buyer Broker to insert into this Addendum the names and addresses of the utility providers identified by Seller.

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges (including unbilled charges). Buyer understands that the Listing Broker and Buyer Broker are not responsible for, or to insure payment of, Seller's utility charges.

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

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WELL ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE** 1

between **BUYER 1, BUYER 2** ("Buyer") 2
Buyer Buyer

and **SELLER 1, SELLER 2** ("Seller") 3
Seller Seller

concerning **ADDRESS, CITY, ZIP** (the "Property"). 4
Address City State Zip

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

1. **Number of Connections.** Seller represents that the well currently has _____ (one, if not filled in) connection(s). 7 8
SELLER TO FILL IN ^^

2. **Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, the well and water supply system serving the Property (a) provide an adequate supply of household and yard water for Seller's use; (b) are **not** presently contaminated by biological or chemical agents; (c) comply with all applicable local, state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other material defects. 9 10 11 12 13

3. **Well Documents Review Period.** Seller shall deliver to Buyer all documents in Seller's possession associated with the well, including, but not limited to shared well agreements and maintenance records, within **10** days (10 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within **10** days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this well documents review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 14 15 16 17 18 19 20

4. **Well Inspection.** Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and water quality and supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate; purity standards (organic and inorganic); verification that the source is adequate and that the system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any inspection(s) shall be (a) ordered by Buyer; (b) performed by qualified inspector(s) of Buyer's choice; and (c) completed at Buyer's expense. Buyer shall have the right to attend the inspection(s). 21 22 23 24 25 26

   a. **Water Quality Contingency.** The Agreement is contingent on Buyer's approval of an inspection of the water quality and/or purity tests (organic and inorganic). Water quality tests shall be performed by a qualified professional. The water quality and/or purity tests ☐ shall; ☐ shall not be submitted to a private lab for further evaluation. 27 28 29 30
   SELECT 1 OPTION

   This water quality contingency shall conclusively be deemed waived and Seller shall not be obligated to make repairs or modifications unless within **15** days (15 days if not filled in) of mutual acceptance, Buyer gives written notice (a) disapproving of the inspection report and terminating the Agreement or (b) proposing repairs to the well related to water quality or modifications to the Agreement. 31 32 33 34

   b. **Water Quantity Contingency.** The Agreement is contingent on Buyer's approval of an inspection including (i) water quantity tests, flow rates, and verification that the source is adequate; (ii) compliance with federal, state and/or local standards; and (iii) any other matter of concern to Buyer. The water quantity test shall be performed by a qualified professional. 35 36 37 38

   This water quantity contingency shall conclusively be deemed waived and Seller shall not be obligated to make repairs or modifications unless within **15** days (15 days if not filled in) of mutual acceptance, Buyer gives notice (a) disapproving the inspection and terminating the Agreement or (b) proposing repairs to the well related to water quantity or modifications to the Agreement. 39 40 41 42

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WELL ADDENDUM TO
PURCHASE AND SALE AGREEMENT
Continued

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

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

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

These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 4(c)(ii). Buyer's inaction during Buyer's reply period shall result in waiver of this well inspection contingency, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.

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

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

7. Other.

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

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SEPTIC ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1, BUYER 2** ("Buyer")
(Buyer, Buyer)

and **SELLER 1, SELLER 2** ("Seller")
(Seller, Seller)

concerning **ADDRESS, CITY, ZIP** (the "Property").
(Address, City, State, Zip)

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

1. **Type of OSS.** The Property is served by:

   ☐ Private Septic System

   ☐ Shared Septic System SELECT TYPE

2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects.

3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within **10** days (10 days if not filled in) of mutual acceptance.

4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may require Seller to conduct an inspection of the OSS prior to the sale of the Property.

5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if the inspector determines necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within **10** days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if necessary, pumped within **12** months (12 months if not filled in) of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender.

   ☒ **Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection.

6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's subjective satisfaction of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within **5** days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

7. **Other.**

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

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SELLER: SELLER 1, SELLER 2
Seller Seller

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT **ADDRESS**, CITY **CITY**, STATE _____, ZIP **ZIP**, COUNTY **COUNTY** ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

CHECK 1

Seller ❑ is / ❑ is not occupying the Property.

I. SELLER'S DISCLOSURES:

*If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

Seller MUST select 1 box in EACH row
ONLY Seller can fill out these sections

1. TITLE	YES	NO	DON'T KNOW	N/A
A. Do you have legal authority to sell the property? If no, please explain.	❑	❑	❑	❑
*B. Is title to the property subject to any of the following?				
(1) First right of refusal	❑	❑	❑	❑
(2) Option	❑	❑	❑	❑
(3) Lease or rental agreement	❑	❑	❑	❑
(4) Life estate?	❑	❑	❑	❑
*C. Are there any encroachments, boundary agreements, or boundary disputes?	❑	❑	❑	❑
*D. Is there a private road or easement agreement for access to the property?	❑	❑	❑	❑
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	❑	❑	❑	❑
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	❑	❑	❑	❑
*G. Is there any study, survey project, or notice that would adversely affect the property?	❑	❑	❑	❑
*H. Are there any pending or existing assessments against the property?	❑	❑	❑	❑
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	❑	❑	❑	❑

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	YES	NO	DON'T KNOW	N/A	
*J. Is there a boundary survey for the property?	❑	❑	❑	❑	
*K. Are there any covenants, conditions, or restrictions recorded against the property?	❑	❑	❑	❑	

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.

2. WATER

A. Household Water

(1) The source of water for the property is: ❑ Private or publicly owned water system ❑ Private well serving only the subject property *❑ Other water system

Mark N/A if no written agreements vv

	YES	NO	DON'T KNOW	N/A
*If shared, are there any written agreements?	❑	❑	❑	❑
*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	❑	❑	❑	❑
*(3) Are there any problems or repairs needed?	❑	❑	❑	❑
(4) During your ownership, has the source provided an adequate year-round supply of potable water?	❑	❑	❑	❑
If no, please explain: _____				
*(5) Are there any water treatment systems for the property?	❑	❑	❑	❑
If yes, are they: ❑ Leased ❑ Owned				
*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	❑	❑	❑	❑
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?	❑	❑	❑	❑
*(b) If yes, has all or any portion of the water right not been used for five or more successive years?	❑	❑	❑	❑
*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	❑	❑	❑	❑

B. Irrigation Water

	YES	NO	DON'T KNOW	N/A
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	❑	❑	❑	❑
*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	❑	❑	❑	❑
*(b) If so, is the certificate available? (If yes, please attach a copy.)	❑	❑	❑	❑
*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?	❑	❑	❑	❑
*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	❑	❑	❑	❑

If so, please identify the entity that supplies water to the property:

_____

C. Outdoor Sprinkler System

	YES	NO	DON'T KNOW	N/A
(1) Is there an outdoor sprinkler system for the property?	❑	❑	❑	❑
*(2) If yes, are there any defects in the system?	❑	❑	❑	❑
*(3) If yes, is the sprinkler system connected to irrigation water?	❑	❑	❑	❑

3. SEWER/ON-SITE SEWAGE SYSTEM

A. The property is served by:

❑ Public sewer system ❑ On-site sewage system (including pipes, tanks, drainfields, and all other component parts)
❑ Other disposal system

Please describe:_____

B. If public sewer system service is available to the property, is the house connected to the sewer main?

YES	NO	DON'T KNOW	N/A
❑	❑	❑	❑

If no, please explain:_____

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	YES	NO	DON'T KNOW	N/A	
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	❑	❑	❑	❑	102–104
D. If the property is connected to an on-site sewage system:					105
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	❑	❑	❑	❑	106–107
(2) When was it last pumped? _____					108
*(3) Are there any defects in the operation of the on-site sewage system?	❑	❑	❑	❑	109
(4) When was it last inspected? _____			❑	❑	110
By whom: _____					111
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			❑	❑	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	❑	❑	❑	❑	113–114
If no, please explain: _____					115
*F. Have there been any changes or repairs to the on-site sewage system?	❑	❑	❑	❑	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	❑	❑	❑	❑	117–118
If no, please explain: _____					119
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	❑	❑	❑	❑	120–121

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 122–124

4. STRUCTURAL 125

*A. Has the roof leaked within the last 5 years?	❑	❑	❑	❑	126
*B. Has the basement flooded or leaked?	❑	❑	❑	❑	127
*C. Have there been any conversions, additions or remodeling?	❑	❑	❑	❑	128
*(1) If yes, were all building permits obtained?	❑	❑	❑	❑	129
*(2) If yes, were all final inspections obtained?	❑	❑	❑	❑	130
D. Do you know the age of the house?	❑	❑	❑	❑	131
If yes, year of original construction: _____					132
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	❑	❑	❑	❑	133
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	❑	❑	❑	❑	134

❑ Foundations	❑ Decks	❑ Exterior Walls	135
❑ Chimneys	❑ Interior Walls	❑ Fire Alarms	136
❑ Doors	❑ Windows	❑ Patio	137
❑ Ceilings	❑ Slab Floors	❑ Driveways	138
❑ Pools	❑ Hot Tub	❑ Sauna	139
❑ Sidewalks	❑ Outbuildings	❑ Fireplaces	140
❑ Garage Floors	❑ Walkways	❑ Siding	141
❑ Wood Stoves	❑ Elevators	❑ Incline Elevators	142
❑ Stairway Chair Lifts	❑ Wheelchair Lifts	❑ Other _____	143

*G. Was a structural pest or "whole house" inspection done?	❑	❑	❑	❑	144
If yes, when and by whom was the inspection completed?					145
_____					146
H. During your ownership, has the property had any wood destroying organism or pest infestation?	❑	❑	❑	❑	147
I. Is the attic insulated?	❑	❑	❑	❑	148
J. Is the basement insulated?	❑	❑	❑	❑	149

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	YES	NO	DON'T KNOW	N/A	
5. SYSTEMS AND FIXTURES					
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					
Electrical system, including wiring, switches, outlets, and service	❑	❑	❑	❑	
Plumbing system, including pipes, faucets, fixtures, and toilets	❑	❑	❑	❑	
Hot water tank	❑	❑	❑	❑	
Garbage disposal	❑	❑	❑	❑	
Appliances	❑	❑	❑	❑	
Sump pump	❑	❑	❑	❑	
Heating and cooling systems	❑	❑	❑	❑	
Security system: ❑ Owned ❑ Leased	❑	❑	❑	❑	
Other _____	❑	❑	❑	❑	
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					
Security System: _____	❑	❑	❑	❑	
Tanks (type): _____	❑	❑	❑	❑	
Satellite dish: _____	❑	❑	❑	❑	
Other: _____	❑	❑	❑	❑	
*C. Are any of the following kinds of wood burning appliances present at the property?					
(1) Woodstove?	❑	❑	❑	❑	
(2) Fireplace insert?	❑	❑	❑	❑	
(3) Pellet stove?	❑	❑	❑	❑	
(4) Fireplace?	❑	❑	❑	❑	
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	❑	❑	❑	❑	
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	❑	❑	❑	❑	
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)	❑	❑	❑	❑	
F. Is the property equipped with smoke detection devices? (Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)	❑	❑	❑	❑	
G. Does the property currently have internet service?	❑	❑	❑	❑	
Provider: _____					
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					
A. Is there a Homeowners' Association?	❑	❑	❑	❑	
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					
B. Are there regular periodic assessments?	❑	❑	❑	❑	
$ _____ per ❑ month ❑ year					
❑ Other: _____					
*C. Are there any pending special assessments?	❑	❑	❑	❑	
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	❑	❑	❑	❑	
*E. Have there been any modifications or remodeling?	❑	❑	❑	❑	
If yes, were all necessary homeowners' association approvals obtained?	❑	❑	❑	❑	
7. ENVIRONMENTAL					
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	❑	❑	❑	❑	
*B. Does any part of the property contain fill dirt, waste, or other fill material?	❑	❑	❑	❑	
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	❑	❑	❑	❑	
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	❑	❑	❑	❑	

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	YES	NO	DON'T KNOW	N/A
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	❑	❑	❑	❑
*F. Has the property been used for commercial or industrial purposes?	❑	❑	❑	❑
*G. Is there any soil or groundwater contamination?	❑	❑	❑	❑
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	❑	❑	❑	❑
*I. Has the property been used as a legal or illegal dumping site?	❑	❑	❑	❑
*J. Has the property been used as an illegal drug manufacturing site?	❑	❑	❑	❑
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	❑	❑	❑	❑
L. Does the property include a family burial ground, mausoleum, or columbarium?	❑	❑	❑	❑

8. LEAD BASED PAINT (Applicable if the house was built before 1978). ❑

A. Presence of lead-based paint and/or lead-based paint hazards (check one below):

❑ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____

❑ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

B. Records and reports available to the Seller (check one below):

❑ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

_____

❑ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

9. MANUFACTURED AND MOBILE HOMES

Mark N/A if NOT a manufactured home vv

If the property includes a manufactured or mobile home,

	YES	NO	DON'T KNOW	N/A
*A. Did you make any alterations to the home?	❑	❑	❑	❑
If yes, please describe the alterations: _____				
*B. Did any previous owner make any alterations to the home?	❑	❑	❑	❑
*C. If alterations were made, were permits or variances for these alterations obtained?	❑	❑	❑	❑

10. FULL DISCLOSURE BY SELLERS

A. Other conditions or defects:

	YES	NO	DON'T KNOW	N/A
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	❑	❑	❑	❑

B. Verification

The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.

Seller	Date	Seller	Date
SELLER 1		**SELLER 2**	

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

Explain ALL items where defects or changes were noted above.

SELLER'S INITIALS Date SELLER'S INITIALS Date <<< Seller MUST Initial

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

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

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

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

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.

B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.

C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.

D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.

E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home.*

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

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

BUYERS TO SIGN ONLY THIS LINE IF THEY PLAN TO MOVE FORWARD WITH PURCHASE

Buyer Date — **BUYER 1**

Buyer Date — **BUYER 2**

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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

Buyer Date — **BUYER 1**

Buyer Date — **BUYER 2**

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

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

Buyer Date — **BUYER 1**

Buyer Date — **BUYER 2**

SELLER'S INITIALS Date

SELLER'S INITIALS Date

<<< Seller MUST Initial

BUYER BROKERAGE SERVICES AGREEMENT

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This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and is made by and between **BUYER BROKERAGE NAME** ("Buyer Brokerage Firm" or "Firm") and **BUYER 1, BUYER 2** ("Buyer") for real property located in the following areas: **BUYER'S SEARCH AREA** (unlimited if not filled in) ("Area").

1. **DEFINITIONS.** "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option to purchase.

2. **TERM.** This Agreement will expire **180** days (60 days if not filled in) from the Effective Date ("Term"). If this Agreement expires while Buyer is a party to a purchase and sale agreement and represented by Buyer Brokerage Firm as indicated on the purchase and sale agreement, the Term shall automatically extend until the sale is closed or the purchase and sale agreement is terminated.

3. **AGENCY.**
   a. Pamphlet. Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington."
   b. Buyer Broker. Buyer Brokerage Firm appoints **BUYER AGENT** ("Buyer Broker") to represent Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's managing brokers who supervise Buyer Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer.
   c. Agency Relationship. Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the Area shall be (non-exclusive, if not checked):
      ☒ Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term for the purchase of real property in the Area ("Exclusive Agency"); or
      ☐ Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during the Term ("Non-Exclusive Agency").

Marking Non-Exclusive could cause Buyer to owe compensation to multiple Agents.

4. **LIMITED DUAL AGENCY.**
   a. Buyer Broker as Limited Dual Agent. If initialed below, Buyer consents to Buyer Broker and Supervising Broker acting as limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the detriment of the seller and further limits Buyer Broker's representation of Buyer.

Initial if Buyer is open to YOU being a Limited Dual Agent

_____ Buyer's Initials Date _____ Buyer's Initials Date

   b. Firm Limited Dual Agency. If Buyer purchases a property listed by one of Firm's brokers other than Buyer Broker ("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a limited dual agent.

5. **COMPENSATION.** Buyer acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. Firm may not receive any compensation for brokerage services provided to Buyer from any source greater than the amount set forth in this Section 5 or any subsequent amendment hereto. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be:

AMOUNT YOU WILL RECEIVE
   a. _____ % of purchase price; $_____; other: _____; or
   b. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):

TOTAL AMOUNT YOU WILL RECEIVE IF YOU REPRESENT BOTH SIDES
_____ % of purchase price; $_____; other: _____; or
   c. If the seller is not represented by a licensed real estate firm, then the Compensation shall be (equal to the amount in subsection 5(a) if not filled in):

TOTAL AMOUNT YOU WILL RECEIVE IF SELLER IS UNREPRESENTED
_____ % of purchase price; $_____; other: _____.

_____ Buyer's Initials Date _____ Buyer's Initials Date << Buyer Initials

BUYER BROKERAGE SERVICES AGREEMENT

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6. SELLER COMPENSATION OFFER.

A seller may, but is not required to, offer compensation to Firm for representing Buyer in the purchase of seller's real property ("Seller's Offer"). Seller's Offer, if any, shall be stated in the purchase and sale agreement.

Buyer may request that the seller pay the Compensation to Firm as part of Buyer's offer, and Buyer shall pay any amount of the Compensation not paid by seller.

If Seller's Offer is greater than the Compensation, as part of Buyer's offer, Buyer may request that the amount of Seller's Offer that is greater than the Compensation be credited to Buyer (to the extent allowed by Buyer's lender).

7. COMPENSATION TERMS. The Compensation is due (except as otherwise agreed herein) when Buyer purchases real property located in the Area during the Term and:

a. Exclusive Agency. For Exclusive Agency, the purchase closes.

b. Non-Exclusive Agency. For Non-Exclusive Agency, the purchase closes, and Buyer Brokerage Firm represents Buyer in such purchase as indicated on the purchase and sale agreement.

c. Compensation After Expiration. If within **90** days (60 days if not filled in) after the Term:

i. Exclusive Agency. Buyer purchases a property that was brought to the attention of Buyer during the Term by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a property that Buyer inquired about to Firm during the Term. Compensation is due when the purchase closes.

ii. Non-Exclusive Agency. Buyer purchases a property for which Buyer Brokerage Firm presented a written offer to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes.

Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other firm(s).

d. Additional Consent. Buyer 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 and any amounts paid to Firm reduce Buyer's obligation to Firm.

e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, Buyer may be liable for damages incurred by Firm as a result of such cancellation.

f. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer.

g. VA Financing. If Buyer is obtaining VA financing, VA regulations may require the Compensation be paid by the seller.

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

Select 1

a. Referring Firm: _____

b. Referral Fee: _____% of the Compensation; or $_____

WAS THE CLIENT REFERRED TO YOU BY ANOTHER AGENT YOU OWE A PORTION OF THE COMPENSATION TO?

9. NO WARRANTIES OR REPRESENTATIONS. Firm makes no warranties or representations regarding the value of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and value.

10. INSPECTION RECOMMENDED. Firm recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors.

_____ _____ _____ _____ << Buyer Initials

Buyer's Initials Date Buyer's Initials Date

BUYER BROKERAGE SERVICES AGREEMENT

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11. NO DISTRESSED HOME CONVEYANCE. Firm will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined 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.

12. FAIR HOUSING. 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.

13. 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.

14. OTHER.

Add any other clauses standard to your brokerage or agreed upon between you and your client.
- Admin or Transaction Fees
- Retainer Fees
- Limits or Variations of Terms

Buyer's Signature Date	Buyer's Signature Date
BUYER 1	**BUYER 2**
Buyer E-mail Address	Buyer Phone Number
BUYER BROKERAGE NAME	YOUR SIGNATURE & DATE
Buyer Brokerage Firm	Buyer Broker's Signature Date
BROKERAGE LICENSE	**BUYER AGENT LICENSE**
Buyer Brokerage Firm License Number	Buyer Broker License Number
BUYER AGENT EMAIL	**(123)456-7890 #**
Buyer Broker E-mail Address	Buyer Broker Phone Number

RESIDENTIAL PURCHASE AND SALE AGREEMENT
Specific Terms

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1. **Date:** TODAY'S DATE **MLS No.:** MLS # **Offer Expiration Date:** 2-3 DAYS FROM TODAY

2. **Buyer:** BUYER 1, BUYER 2
(Buyer / Buyer / Status)

3. **Seller:** SELLER 1, SELLER 2
(Seller / Seller)

4. **Property:** Legal Description attached as Exhibit A. Tax Parcel No(s).: DOUBLE CHECK, FOR ACCURATE, PARCEL ####,
ADDRESS / CITY / COUNTY / ZIP
(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; ❑ CHECK ALL ITEMS LISTED IN THE MLS

6. **Purchase Price:** $ AMOUNT BUYER IS OFFERING U.S. Dollars

7. **Earnest Money:** $ AMOUNT OFFERED U.S. Dollars; Delivery Date 3 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:** PREFERRED TITLE OFFICE

10. **Closing Agent:** PREFERRED TITLE OFFICE & AGENT
(Company / Individual (optional))

11. **Closing Date:** TYPICALLY 30-45 DAYS; **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 5 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
SELECT APPROPRIATE OPTIONS

17. **Buyer Brokerage Compensation**: AMOUNT OFFERED $ or % (a) Seller's Offer (if any) AMOUNT REQUESTED (b) Amount to be Paid by Seller ❑ Addendum for Buyer Credit

18. **Addenda:** LIST ALL FORMS INCLUDED WITH OFFER
Typically includes: 22A, 22D, 22E, 22K, 22T, 35, 17 and any other required addendums (Lead Paint, Septic, Well, etc)
do NOT list or include WA Real Estate Pamphlet, Buyer Agency Agreement, Wire Fraud, OR Exhibit A

Buyer Signature **BUYER 1** Date	Seller Signature **SELLER 1** Date
Buyer Signature **BUYER 2** Date	Seller Signature **SELLER 2** 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 NAME **BROKER LAG**	**LISTING BROKERAGE** **BROKERAGE**
Buyer Brokerage Firm MLS Office No.	Listing Brokerage Firm MLS Office No.
BUYER AGENT **AGENT LAG**	**LISTING AGENT** **AGENT LAG**
Buyer Broker (Print) MLS LAG No.	Listing Broker (Print) MLS LAG No.
(123)456-7890 **(123)456-7890**	**(123)456-7890** **(123)456-7890**
Firm Phone No. Broker Phone No. Firm Fax No.	Firm Phone No. Broker Phone No. Firm Fax No.
BROKER DOCS EMAIL	**BROKER DOCS EMAIL**
Firm Document E-mail Address	Firm Document E-mail Address
BUYER AGENT EMAIL	**LISTING AGENT EMAIL**
Buyer Broker E-mail Address	Listing Broker E-mail Address
BUYER AGENT LICENSE **BROKERAGE LICENSE**	**LISTING AGENT LICENSE** **BROKERAGE LICENSE**
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

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a. Purchase Price. Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. Earnest Money. Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over $10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over $10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is $10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to (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 disbursal of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to $750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

c. Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

d. Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

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

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

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

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

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 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 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.

<<< ALL PARTIES INITIAL >>>

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

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

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 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

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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.

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1** (Buyer) **BUYER 2** (Buyer) ("Buyer")

and **SELLER 1** (Seller) **SELLER 2** (Seller) ("Seller")

concerning **ADDRESS** (Address) **CITY** (City) **ZIP** (State Zip) (the "Property").

1. LOAN APPLICATION. SELECT THEIR LOAN TYPE & DOWN PAYMENT AMOUNT AS LISTED ON PRE-APPROVAL

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.

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; (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 **28** 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).

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Select $ or % Buyer wants Seller to pay towards their closing costs

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 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.

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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.

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

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1** (Buyer) **BUYER 2** (Buyer) ("Buyer")

and **SELLER 1** (Seller) **SELLER 2** (Seller) ("Seller")

concerning **ADDRESS** (Address) **CITY** (City) **ZIP** (State Zip) (the "Property").

CHECK IF INCLUDED:

1. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy:

Do NOT check either box

❑ **Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner's Policy of Title Insurance.

❑ **Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and the cost of any survey required by the title insurer.

2. ☒ **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. Traditionally understood to be broom swept and free of clutter, NOT professionally cleaned.

3. ☒ **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines.

4. ☒ **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to:

Mark info based on those listed on 22K

❑ public water main; ❑ public sewer main; ❑ septic tank; ❑ well (specify type) _____;
❑ irrigation water (specify provider) _____; ❑ natural gas; ❑ telephone; ❑ electricity;
❑ cable (specify provider) _____; ❑ internet (specify provider) _____;
❑ other _____.

5. ❑ **Insulation - New Construction**. If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available:

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____

OTHER INSULATION DATA: _____

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

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OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

Continued

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.

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.

Check HOA sections, only if they apply

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.

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).

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):

List any items BUYER wants removed from property, such as broken or damaged items. or items Seller has stated are not included.

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 a home warranty policy in connection with this Agreement:

a. Home warranty provider: Fill out this section, if either party is willing to purchase it.
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: _____ .

11. ❑ Other.

Any other additional terms requested, such as professional cleaning.

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

ONLY USE IF BUYER IS PAYING WITH ANY SOURCE OTHER THAN A BANK LOAN OR SPLITTING FINANCING BETWEEN CONTINGENT & NON-CONTINGENT FUNDS

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EVIDENCE OF FUNDS ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1, BUYER 2** ("Buyer")
(Buyer, Buyer)

and **SELLER 1, SELLER 2** ("Seller")
(Seller, Seller)

concerning **ADDRESS, CITY, ZIP** (the "Property").
(Address, City, State, Zip)

1. DEFINITIONS.

a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds.

b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent).

c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings.

2. [X] **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within **5** days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer.

3. [ ] **DISCLOSURE OF CONTINGENT FUNDS**. Buyer is relying on Contingent Funds for the Purchase Price:

- [ ] Loan: **personal loan from friend or family member**
- [ ] Sale of the following owned by Buyer: **vehicle, time share, stocks**
- [ ] Gift of $ _____ from **from friend or family member**
- [ ] Funds not readily convertible to liquid US funds **401k, CD account, savings bonds**
- [ ] Down Payment Program: **local or state program**
- [ ] Other (describe): _____

Buyer shall provide Evidence to Seller **10** days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer.

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property 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 inspections unless otherwise agreed.

4. BUYER DEFAULT. If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement.

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

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TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE** 1

between **BUYER 1, BUYER 2** ("Buyer") 2
Buyer Buyer

and **SELLER 1, SELLER 2** ("Seller") 3
Seller Seller

concerning **ADDRESS, CITY, ZIP** (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, together with any easements, covenants, conditions and restrictions of record. Buyer shall have **5** days (5 days if not filled in) from [X] the date of Buyer's receipt of the preliminary commitment for title insurance; or [ ] mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. The preliminary commitment delivered for review under this contingency need not identify Buyer as the insured.

   Seller shall have **5** days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all disapproved exceptions.

   If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear.

2. **Supplemental Title Reports**. If supplemental title reports disclose new exception(s) to the title commitment, then the above time periods and procedures for notice, correction, and termination for those new exceptions shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as necessary to accommodate the foregoing times for notices.

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing as provided for in the Agreement.

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HOMEOWNER INSURANCE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1** (Buyer) **BUYER 2** (Buyer) ("Buyer")

and **SELLER 1** (Seller) **SELLER 2** (Seller) ("Seller")

concerning **ADDRESS** (Address) **CITY** (City) **ZIP** (State Zip) (the "Property").

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. Discuss any potentially needed coverage with Lender.

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 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.

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1** (Buyer) **BUYER 2** (Buyer) ("Buyer")

and **SELLER 1** (Seller) **SELLER 2** (Seller) ("Seller")

concerning **ADDRESS** (Address) **CITY** (City) **ZIP** (State Zip) (the "Property").

1. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) to conduct further inspections of the Property during the Inspection Period.

   a. **Sewer Inspection.** During the Inspection Period, Buyer's inspection of the Property ☒ may; ☐ may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment, or if the Property is served by an on-site sewage system ("OSS," including septic systems), an inspection limited to the line(s) connecting the dwelling(s) to the OSS. This sewer inspection may require the inspector to remove toilets or other fixtures to access the sewer line.

2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.

3. **BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be obligated to make any repairs or modifications unless within **7** days (10 days if not filled in) after mutual acceptance of this Agreement (the "Inspection Period"), Buyer gives notice (a) approving the inspection and waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The parties may use NWMLS Form 35R (Inspection Response) to give notices required by this Addendum.

4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise in writing. This does not prohibit Buyer from including Buyer's descriptions of requested repairs or modifications, or copies of contractor bids, with Form 35R pursuant to Paragraphs 3 and 6 of this Addendum. Upon Seller's written request, Buyer shall provide to Seller, concurrent with delivery of Form 35R or within one day after Seller delivers Form 35C, the inspection report, portions of the report, or the inspector's recommendation for additional inspections, as requested by Seller.

   a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without Seller's prior written request or consent, the inspection contingency shall conclusively be deemed waived.

   b. **Seller Request.** The selection of any checkbox below by Seller shall not be considered a counteroffer.

SELLER to check, if they wish

- ☐ Seller requests that Buyer provide the inspection report to Seller.
- ☐ If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide only the portions of the inspection report related to the requested repairs or modifications to Seller.
- ☐ If Buyer provides notice of additional inspections pursuant to Paragraph 5, Seller requests that Buyer provide a copy of the inspector's recommendation for additional inspections to Seller.

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT
Continued

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5. ADDITIONAL TIME FOR INSPECTIONS. If an inspector recommends that any item requires further evaluation, Buyer may obtain such evaluation at Buyer's option and expense. To receive additional time, Buyer must give Seller written notice of Buyer's intent to obtain further inspections or evaluations before the Inspection Period expires and, if requested by Seller, provide the inspector's recommendation. If Buyer delivers timely notice (and, if requested by Seller, the inspector's recommendation), the Inspection Period shall expire **3** (5 days if not filled in) after Buyer delivers such notice.

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 **3** 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 **3** 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 **7** 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.

Repairs completed early prevents closing delays.

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 systems are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any OSS system in addition to the inspection of the Property provided by this Form 35 by including an appropriate OSS system 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 **5** (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.

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

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INSPECTION RESPONSE FOR FORM 35

The following is part of the Purchase and Sale Agreement dated **TODAY'S DATE**

between **BUYER 1** (Buyer) **BUYER 2** (Buyer) ("Buyer")

and **SELLER 1** (Seller) **SELLER 2** (Seller) ("Seller")

concerning **ADDRESS** (Address) **CITY** (City) **ZIP** (State Zip) (the "Property").

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

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

>> **Note:** If Buyer provides any portion of the inspection report to Seller without Seller's written request, the inspection
>> contingency shall conclusively be deemed waived, however, Buyer may provide Seller with Buyer's descriptions of requested repairs or modifications, or copies of contractor bids related thereto.

_____

_____

_____

_____

_____

_____ _____ _____ _____

Buyer Date Buyer Date

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

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

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

_____

_____

- ❑ Seller rejects all proposals by Buyer.*
- ❑ Seller rejects all proposals by Buyer, but proposes the following alternative modifications or repairs described below or on the attached pages:**

_____

_____

_____ _____ _____ _____

Seller Date Seller Date

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

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

DO NOT SIGN until Seller has signed above

_____ _____ _____ _____

Buyer Date Buyer Date

** This is a notice which requires only one Buyer's or one Seller's signature.*
*** This is not a notice and requires all Buyer's or Seller's signatures.*