

## EXCLUSIVE SALE AND LISTING AGREEMENT

Seller \_\_\_\_\_ Seller \_\_\_\_\_ ("Seller") hereby grants to, 1  
\_\_\_\_ ("Firm") from date hereof until midnight of 2  
\_\_\_\_ ("Listing Term"), the exclusive right to sell the real property ("the Property") 3  
commonly known as \_\_\_\_\_, City \_\_\_\_\_, 4  
County \_\_\_\_\_, WA, Zip \_\_\_\_\_; and legally described on Exhibit A. 5

**1. DEFINITIONS.** (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; 6  
an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase. 7

**2. AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ 8  
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's 9  
brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers 10  
affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to 11  
act on Seller's behalf as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers 12  
other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 13  
Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller 14  
consents to Listing Broker and Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual 15  
agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional 16  
compensation Firm may have negotiated with the buyer. Seller consents to Firm receiving compensation from 17  
more than one party. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency." 18

**3. LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and 19  
photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on 20  
\_\_\_\_ ("List Date"), which date shall not be more than 30 days from the effective date of the 21  
Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the 22  
likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller 23  
shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other 24  
signs, flyers, websites, e-mails, texts, mailers, magazines, newspapers, open houses, previews, showings, or tours. 25

**4. COMMISSION.** If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the 26  
agreement prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer 27  
who is ready, willing, and able to purchase the Property on the terms in this Agreement and as set forth in the 28  
attached Listing Input Sheets incorporated herein by this reference, Seller will pay Firm a commission of (fill in 29  
one and strike the other) \_\_\_\_\_ % of the sales price, or \$ \_\_\_\_\_ ("Total Commission"). From 30  
the Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Buyer Brokerage 31  
Firm") a commission of (fill in one and strike the other) \_\_\_\_\_ % of the sales price, or \$ \_\_\_\_\_. 32  
RCW 18.86.050(1)(e)(ii) provides that buyer's brokers are not required to show property as to which there is no 33  
written agreement to pay compensation to the buyer's broker. 34

If Seller shall, within six months after the expiration of the Listing Term, sell the Property to any person to whose 35  
attention it was brought through the signs, advertising or other action of Firm, or on information secured directly or 36  
indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that 37  
if Seller pays a commission to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of 38  
commission payable to Firm shall be reduced by the amount paid to such other member(s). Provided further, that 39  
if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result 40  
of such cancellation, regardless of whether Seller pays a commission to another MLS member. Buyer Brokerage 41  
Firm is an intended third party beneficiary of this Agreement. 42

**5. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are 43  
insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or 44  
mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically 45  
relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. 46  
Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 47  
61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer 48

## EXCLUSIVE SALE AND LISTING AGREEMENT

purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner 49  
to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises 50  
the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 51

**6. KEYBOX.** Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key 52  
held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as 53  
inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be 54  
given without Firm first making reasonable efforts to obtain Seller's approval. 55

**7. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the 56  
Property on the terms herein and that the Property information on the Listing Input Sheets attached to and 57  
incorporated into this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there 58  
are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller 59  
authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to 60  
other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the 61  
buyer. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary 62  
rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to 63  
indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and 64  
representations are incorrect. 65

**8. FAIR HOUSING.** Seller acknowledges that fair housing laws prohibit discrimination based on sex, marital status, 66  
sexual orientation, gender identity, race, creed, color, national origin, citizenship or immigration status, families 67  
with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or 68  
physical disability, or the use of a support or service animal by a person with a disability. 69

**9. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the 70  
Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees 71  
and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, 72  
reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the 73  
buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) 74  
under the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is a foreign person or entity, and the 75  
sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from 76  
the sale will be withheld for payment to the Internal Revenue Service. 77

**10. MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other 78  
members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall 79  
survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all 80  
terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this 81  
listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members 82  
of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. 83  
Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall 84  
be entitled to receive the Buyer Brokerage Firm's share of the commission. MLS is an intended third party beneficiary 85  
of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without 86  
verification and without assuming any responsibility with respect to this Agreement. 87

**11. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple 88  
listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind 89  
whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of 90  
the Property, including entry by the master key to the keybox and/or at open houses, except for damage or injury 91  
caused by its gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that 92  
the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to 93  
be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's 94  
insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property 95  
without first obtaining their consent violates RCW 9.73.030. 96

## EXCLUSIVE SALE AND LISTING AGREEMENT

**12. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs 97  
Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the 98  
foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price 99  
herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be 100  
entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, 101  
execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 102

**13. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm 103  
as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), 104  
Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm 105  
harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or 106  
Form 17 Commercial is inaccurate. 107

**14. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated 108  
damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid 109  
therefrom and the balance divided equally between Seller and Firm. 110

**15. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and 111  
is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party 112  
shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses 113  
shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 114

Are the undersigned the sole owner(s)?  YES  NO

Seller's Signature

Date

Real Estate Firm

Seller's Signature

Date

Broker's Signature

Date

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
Specific Terms

1. Date: \_\_\_\_\_ MLS No.: \_\_\_\_\_ Offer Expiration Date: \_\_\_\_\_

2. Buyer: \_\_\_\_\_ Buyer \_\_\_\_\_ Status \_\_\_\_\_

3. Seller: \_\_\_\_\_ Seller \_\_\_\_\_ Status \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5. Included Items:  stove/range;  refrigerator;  washer;  dryer;  dishwasher;  hot tub;  fireplace insert;  wood stove;  satellite dish;  security system;  attached television(s);  attached speaker(s);  microwave;  generator;  other \_\_\_\_\_

6. Purchase Price: \$ \_\_\_\_\_ Dollars

7. Earnest Money: \$ \_\_\_\_\_  Check;  Note;  Wire;  Other \_\_\_\_\_

Delivery Date \_\_\_\_\_ days after mutual acceptance; to be held by  Buyer Brokerage Firm;  Closing Agent

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

9. Title Insurance Company: \_\_\_\_\_

10. Closing Agent: \_\_\_\_\_  
Company \_\_\_\_\_ Individual (optional) \_\_\_\_\_

11. Closing Date: \_\_\_\_\_; Possession Date:  on Closing;  Other \_\_\_\_\_

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

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

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

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

16. Addenda: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer Address \_\_\_\_\_

Seller Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Buyer Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Seller Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Buyer E-mail Address \_\_\_\_\_

Seller E-mail Address \_\_\_\_\_

Buyer Brokerage Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Listing Brokerage Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

Buyer Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

Listing Broker (Print) \_\_\_\_\_ MLS LAG No. \_\_\_\_\_

Firm Phone No. \_\_\_\_\_ Broker Phone No. \_\_\_\_\_ Firm Fax No. \_\_\_\_\_

Firm Phone No. \_\_\_\_\_ Broker Phone No. \_\_\_\_\_ Firm Fax No. \_\_\_\_\_

Firm Document E-mail Address \_\_\_\_\_

Firm Document E-mail Address \_\_\_\_\_

Buyer Broker E-mail Address \_\_\_\_\_

Listing Broker E-mail Address \_\_\_\_\_

Buyer Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

Listing Broker DOL License No. \_\_\_\_\_ Firm DOL License No. \_\_\_\_\_

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

**a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures. 1  
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**b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 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. 7  
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Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the 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 \$500.00 for the costs thereof. 22  
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**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. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing. 39  
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**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. 47  
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**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

**e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 56  
ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance 57  
Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines 58  
to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party 59  
applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance 60  
Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title 61  
Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with 62  
homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company 63  
shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary 64  
commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and 65  
Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be 66  
made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, 67  
unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described 68  
in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance 69  
or damages as a consequence of Seller's inability to provide insurable title. 70

**f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 71  
on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, 72  
the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 73  
the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale 74  
proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on 75  
the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. 76  
Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided 77  
possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, 78  
electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance 79  
of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that 80  
Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or 81  
modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have 82  
terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If 83  
possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental 84  
Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or 85  
alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure 86  
appropriate hazard and liability insurance policies are in place, as applicable. 87

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 88  
monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy 89  
the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one 90  
smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 91  
occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller 92  
complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless 93  
from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property. 94

**g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 95  
like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the 96  
cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 97  
costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 98  
party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 99  
Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 100  
purposes of completing a reverse exchange. 101

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

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

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

**i. Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 117  
terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 118  
else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 119  
and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 120  
and copies of documents concerning this sale. 121

**j. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 122  
income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 123  
under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 124  
within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 125  
transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 126  
to the Internal Revenue Service. 127

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 128  
give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 129  
Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 130  
this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 131  
Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 132  
is terminated and the Earnest Money shall be refunded to Buyer. 133

**k. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or 134  
counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 135  
only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 136  
must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 137  
Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 138  
17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 139  
and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 140  
Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 141

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 142  
document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 143  
Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 144  
on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 145  
e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 146  
Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 147

**i. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in 148  
this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 149  
calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 150  
holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 151  
Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 152  
shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 153  
date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 154  
as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a 155  
Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 156  
Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 157  
Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving 158  
forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 159  
legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 160  
computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 161  
the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 162

**m. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and 163  
supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 164  
be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 165  
electronic form has the same legal effect and validity as a handwritten signature. 166

**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

**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. 167  
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**o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply: 170  
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**i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 172  
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**ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity. 174  
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**p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses. 178  
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**q. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 183  
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**r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. 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. 187  
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**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. 193  
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**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. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 196  
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**u. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. 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 commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 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. 205  
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**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. 213  
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**w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 216  
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**RESIDENTIAL PURCHASE AND SALE AGREEMENT**  
General Terms

**x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. 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 there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, 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.

Sample

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

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

**1. LOAN APPLICATION.**

a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to purchase the Property (the "Loan(s)":  Conventional First;  Conventional Second;  Bridge;  VA;  FHA;  USDA;  Home Equity Line of Credit;  Other \_\_\_\_\_ (the "Financing Contingency"). Buyer shall pay  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within \_\_\_\_\_ days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an extension of credit including Buyer's name, income, social security number (if required), the Property address, purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date. 16  
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b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, 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. 16  
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**2. FINANCING CONTINGENCY.** Select "a" or "b" ("a" if neither is selected). 25

a.  **Seller's Notice to Perform.** 26

i. **Notice to Perform.** At any time \_\_\_\_\_ days (21 days if not filled in) after mutual acceptance, Seller may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 27  
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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. 31  
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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). 35  
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b.  **Automatic Waiver of Financing Contingency.** 37

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. 38  
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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). 42  
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**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

**3. LOAN COST PROVISIONS.** Seller shall pay up to  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase Price 44  
(\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan 45  
discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include 46  
the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and 47  
settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee 48  
for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is 49  
insufficient to pay for those costs. If checked,  Buyer shall pay Buyer's share of the escrow fee for the VA loan 50  
(note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 51  
of the loan). 52

**4. EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by 53  
Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall 54  
be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 55  
made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient funds 56  
to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain financing by 57  
Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for such 58  
confirmation. 59

**5. APPRAISAL LESS THAN SALE PRICE.** 60

**a. Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer 61  
may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include 62  
a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5. 63

**b. Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 64

- i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 65  
acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 66  
approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not 67  
to accept a reappraisal or reconsideration of value; 68
- ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 69  
appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, 70  
whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA 71  
financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces 72  
the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 73
- iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 74  
appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price 75  
exceeds the appraised value) to close the sale; or 76
- iv. Seller's rejection of Buyer's notice of low appraisal. 77

If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase 78  
Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA 79  
financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 80

**c. Buyer's Reply.** 81

- i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 82  
the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency; or (b) 83  
terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 84
- ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 85  
have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with 86  
this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 87
- iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, 88  
or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) 89  
terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 90

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest 91  
Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for 92  
notices. 93

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

**6. INSPECTION.** Seller shall permit inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 94  
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**7. FHA/VA/USDA - Appraisal Certificate.** If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 97  
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**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. 105  
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**8. VA Amendatory Clause.** If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 108  
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**9. EXTENSION OF CLOSING.** If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This paragraph shall survive Buyer's waiver of this Financing Contingency. 114  
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**INCREASED DOWN PAYMENT  
FOR LOW APPRAISAL**

**ADDENDUM TO PURCHASE & SALE AGREEMENT**

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

1.  **FINANCING ADDENDUM (FORM 22A).** This Increased Down Payment for Low Appraisal Addendum supersedes the "Appraisal Less Than Sale Price" provision in the Financing Addendum (Form 22A) as follows: 5  
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a. **Additional Down Payment.** If Buyer's lender's appraised value of the Property is less than the Purchase Price, Buyer shall pay additional funds up to \$ \_\_\_\_\_ ("Buyer's Additional Funds") 7  
8 towards Buyer's down payment to close the sale. Buyer represents that Buyer has sufficient funds to close 9  
10 this sale in accordance with this Addendum.

b. **Buyer's Notice to Seller.** If Buyer becomes aware that the sum of (a) lender's appraised value and (b) 11  
12 Buyer's Additional Funds is less than the Purchase Price, Buyer shall deliver written notice to Seller of that 13  
fact, including a copy of the lender's appraisal, within \_\_\_\_\_ days (3 days if not filled in).

c. **Seller's Right to Reduce Price or Terminate.** If Seller receives the above notice from Buyer, Seller may 14  
15 deliver notice to Buyer within \_\_\_\_\_ days (3 days if not filled in): (a) reducing the Purchase Price to an 16  
17 amount equal to lender's appraised value plus Buyer's Additional Funds, or (b) terminating the Agreement, 18  
19 in which case the Earnest Money shall be refunded to Buyer. If Buyer waives the Financing Contingency in the Financing Addendum (Form 22A), Buyer shall be obligated to purchase the Property for the Purchase Price and Seller shall not have the right to terminate the Agreement under this Paragraph 1(c).

2.  **APPRAISAL ADDENDUM (FORM 22AA).** This Increased Down Payment for Low Appraisal Addendum 20  
21 modifies the Appraisal Addendum (Form 22AA) as follows:

a. **Disclosure of Contingent Funds.** Buyer is relying on a loan or loans (the "Loan(s)") to purchase the 22  
23 Property, but this Agreement is not contingent on Buyer obtaining the Loan(s). Buyer shall pay 24  
25  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase price down, in addition to the Loan(s).

b. **Additional Down Payment.** If Buyer's appraised value of the Property is less than the Purchase Price, 26  
27 Buyer shall pay additional funds up to \$ \_\_\_\_\_ ("Buyer's Additional Funds") towards 28  
29 Buyer's down payment to close the sale. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Addendum. Buyer may not terminate the Agreement if (a) Buyer's appraised value and (b) Buyer's Additional Funds are equal to or greater than the Purchase Price.

c. **Buyer's Notice to Seller.** If Buyer becomes aware that the sum of (a) Buyer's appraised value and 30  
31 (b) Buyer's Additional Funds is less than the Purchase Price, Buyer shall deliver written notice to Seller of 32  
that fact, including a copy of the appraisal, within \_\_\_\_\_ days (3 days if not filled in).

d. **Seller's Right to Reduce Price or Terminate.** If Seller receives the above notice from Buyer, Seller may 33  
34 deliver notice to Buyer within \_\_\_\_\_ days (3 days if not filled in): (a) reducing the Purchase Price to an 35  
36 amount equal to the appraised value plus Buyer's Additional Funds, or (b) terminating the Agreement, 37  
38 in which case the Earnest Money shall be refunded to Buyer. If Buyer waives the appraisal contingency in the Appraisal Addendum (Form 22AA), Buyer shall be obligated to purchase the Property for the Purchase Price and Seller shall not have the right to terminate the Agreement under this Paragraph 2(d).

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

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

**BUYER'S NOTICE:**

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

\_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_

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**SELLER'S RESPONSE:**

**CONSENT TO REDUCTION IN PURCHASE PRICE.** Seller consents to reduce the Purchase Price to \$ \_\_\_\_\_ (an amount equal to the appraised value plus Buyer's Additional Funds). \*A consent to the reduction in Purchase Price is not a notice and must be signed by each Seller. 11  
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**NOTICE OF TERMINATION.** Seller gives notice that Seller rejects Buyer's notice and elects to terminate the Agreement. Seller instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 15  
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\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_

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## FINANCING CONTINGENCY NOTICE

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

The following notices are for use with the Financing Addendum (Form 22A): 5

**SELLER'S NOTICE TO PERFORM.**

Seller requests that Buyer waive the Financing Contingency as provided in Paragraph 2(a) of Form 22A. If Buyer does not earlier waive the Financing Contingency, Seller may terminate this Agreement any time 3 days after delivery of this notice. 7  
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\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ 10

**SELLER'S NOTICE OF TERMINATION.**

Seller provided the above Notice to Perform to Buyer at least 3 days prior to the delivery of this notice. Buyer has not previously waived the Financing Contingency and therefore, Seller gives notice that Seller elects to terminate this Agreement. Seller instructs the party holding the Earnest Money to disburse the Earnest Money to Buyer. 12  
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\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ 15

**BUYER'S NOTICE OF WAIVER OF FINANCING CONTINGENCY.**

Buyer waives the Financing Contingency set forth in Form 22A. 16  
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\_\_\_\_\_  
Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 18

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

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

**1. CONTINGENT ON SALE OF BUYER'S PROPERTY.** This Agreement is contingent on Buyer selling Buyer's 5  
property at \_\_\_\_\_ 6  
City of \_\_\_\_\_, State of \_\_\_\_\_ (the "Buyer's Property") 7  
on or before \_\_\_\_\_ (if not filled in, 45 days after mutual acceptance of this Agreement) (the 8  
"Contingency Period"). Buyer shall list Buyer's Property for sale on a multiple listing service in the area serving the 9  
property with a licensed real estate firm within 5 days after mutual acceptance of this Agreement. If Buyer fails to 10  
do so, this contingency shall be deemed waived and Paragraph 6(c) shall apply. If Buyer has not sold Buyer's 11  
Property or given notice waiving this contingency by the end of the Contingency Period, then this Agreement shall 12  
terminate and the Earnest Money shall be refunded to Buyer. For the purposes of this Addendum, the terms "sell," 13  
"selling" and "sold" shall mean that Buyer has entered into a valid and enforceable agreement for the purchase 14  
and sale of Buyer's Property. 15

**2. WHEN SELLER'S CONSENT IS REQUIRED ON SALE OF BUYER'S PROPERTY.** Buyer must obtain Seller's 16  
written consent before Buyer accepts any offer for the sale of Buyer's Property that: 17  
(a) is contingent on the sale or closing of that (second) buyer's property; and/or 18  
(b) has a closing date less than 30 or more than 60 days from the date of mutual acceptance of the offer on 19  
Buyer's Property. 20

If Buyer accepts any such offer without Seller's prior written consent, Seller shall have three days to terminate this 21  
Agreement from Buyer's notice that the contingency is satisfied (which notice shall include a complete copy of the 22  
purchase and sale agreement for the sale of Buyer's Property) and, upon Seller's termination, Buyer shall be in 23  
default and Seller shall be entitled to remedies as provided for in the Agreement. If Seller does not timely 24  
terminate, the Agreement shall not be affected. 25

**3. LOAN APPLICATION.** If this Agreement is contingent on Buyer obtaining financing pursuant to Form 22A 26  
(Financing Addendum), Buyer shall make written application for the Loan(s) (defined in Form 22A) and pay the 27  
application fee, if required, for the subject Property  within \_\_\_\_\_ days (5 days if not filled in) after mutual 28  
acceptance of this Agreement, or  within \_\_\_\_\_ days (5 days if not filled in) after Buyer satisfies the 29  
contingency in this Addendum (from mutual acceptance if neither box checked). If Buyer is not required to apply 30  
for the Loan(s) until after satisfaction of this contingency, the timelines in Form 22A shall not begin until that time. 31  
This Paragraph 3 supersedes the requirement for Buyer's loan application in Form 22A. 32

**4. PROPERTY REMAINS ON MARKET.** Seller may keep the Property on the market in the "Contingent" status until 33  
Seller has received notice that Buyer has satisfied or waived this contingency. If prior to that time, Seller accepts 34  
another offer, Seller shall give notice to Buyer and shall give Buyer \_\_\_\_\_ days (5 days if not filled in) or 35  
by the expiration of the contingency in Paragraph 1, whichever is earlier (the "Bump Period") to waive or satisfy 36  
this contingency. If Buyer does not timely waive or satisfy this contingency, this Agreement shall terminate and 37  
the Earnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bump Notice (Form 44) or 38  
similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this 39  
contingency also waives all other conditions in this Agreement (including financing or any other contingency). If 40  
Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver. 41

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

*Continued*

<b>5. CONTINGENCY SATISFIED.</b> Buyer shall give notice to Seller within 2 days of entering into an agreement to sell Buyer's Property (i.e., the contingency is "satisfied"). Buyer's notice shall include a complete copy of the purchase and sale agreement for the sale of Buyer's Property. The sale of the Property shall close 3 days after the closing of the sale of Buyer's Property. Buyer's notice shall be on the Contingency Property Notice (Form 90K) or similar form. Buyer may not extend the closing date for the sale of Buyer's Property without Seller's written consent.	42 43 44 45 46
<b>6. BUYER'S PROPERTY – FAILURE TO CLOSE.</b> Buyer shall give notice to Seller within 2 days of learning that the sale of Buyer's Property has failed. Such notice must be given regardless of whether Buyer chooses to proceed with this Agreement.	47 48 49
(a) <u>Contingency Survives.</u> If the sale of Buyer's Property fails to close through no fault of Buyer before expiration of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency Period has expired.	50 51 52
(b) <u>Agreement Terminates.</u> If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, then, unless Buyer waives the contingency under Paragraph 6(c), this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	53 54 55
(c) <u>Waiver by Buyer.</u> If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, Buyer shall have the option of waiving the contingency and proceeding with the Agreement. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.	56 57 58 59 60
(d) <u>Waiver by Buyer – New Construction.</u> If at the time of Buyer's waiver, a Certificate of Occupancy (CO) or its equivalent for the Property has not been issued by the applicable government authority, then Buyer shall close within _____ days (5 days if not filled in), of notice from Seller that a Certificate of Occupancy, or equivalent, has been issued or within 30 days of waiver, whichever is later.	61 62 63 64
<b>7. CLOSING DATE.</b> The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the Agreement.	65 66
<b>8. OTHER.</b>	67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

## OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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

### CHECK IF INCLUDED: 5

1.  **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (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 own satisfaction. 6  
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2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11  
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12  
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13  
  - Standard Owner's Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14  
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15  
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16  
the Homeowner's Policy of Title Insurance. 17
  - Extended Coverage.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 18  
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 19  
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 20  
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 21  
the cost of any survey required by the title insurer. 22
3.  **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 23  
from the Property prior to Buyer taking possession. 24
4.  **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 25  
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 26  
the property of Buyer, and may be retained or disposed of as Buyer determines. 27
5.  **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28  
  - public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 29
  - irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone;  electricity; 30
  - cable (specify provider) \_\_\_\_\_;  internet (specify provider) \_\_\_\_\_; 31
  - other \_\_\_\_\_ . 32
6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 33  
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 34  
Buyer the information below in writing as soon as available: 35  
WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 36  
CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 37  
OTHER INSULATION DATA: \_\_\_\_\_ 38

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

*Continued*

7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale:  propane tank;  security system;  satellite dish and operating equipment;  other \_\_\_\_\_ .  
Seller shall provide Buyer a copy of the lease for the selected items within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

8.  **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance:  
a. Association rules and regulations, including, but not limited to architectural guidelines; 52  
b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53  
c. Association meeting minutes from the prior two (2) years; 54  
d. Association Board of Directors meeting minutes from the prior six (6) months; and 55  
e. Association financial statements from the prior two (2) years and current operating budget. 56  
If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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

10.  **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):  
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11.  **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:  
a. Home warranty provider: \_\_\_\_\_ 73  
b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance. 74  
75  
c. Options to be included: \_\_\_\_\_ 76  
\_\_\_\_\_(none, if not filled in). 77  
d. Other: \_\_\_\_\_ 78

12.  **Other.** 79  
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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 \_\_\_\_\_ 1  
between \_\_\_\_\_ 2  
Buyer \_\_\_\_\_ 2  
and \_\_\_\_\_ 3  
Seller \_\_\_\_\_ 3  
concerning \_\_\_\_\_ 4  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (the "Property"). 4

**Lead Warning Statement** 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 6  
notified that such property may present exposure to lead from lead-based paint that may place young children at 7  
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 8  
including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead 9  
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is 10  
required to provide the buyer with any information on lead-based paint hazards from risk assessments or 11  
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12  
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

**NOTE:** In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 14

**Seller's Disclosure** 15

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 16

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 17  
\_\_\_\_\_  
\_\_\_\_\_ 18  
\_\_\_\_\_ 19

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 20

(b) Records and reports available to the Seller (check one below): 21

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead- 22  
based paint hazards in the housing (list documents below). 23  
\_\_\_\_\_  
\_\_\_\_\_ 24  
\_\_\_\_\_ 25

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 26

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 27  
and information provided by Seller are true and accurate. 28

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ 29

Buyer Initials \_\_\_\_\_ Date \_\_\_\_\_

Buyer Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller Initials \_\_\_\_\_ Date \_\_\_\_\_

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

**Buyer's Acknowledgment**

(c) Buyer has received copies of all information listed above. \_\_\_\_\_ 30  
Buyer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_ 31

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. \_\_\_\_\_ 32  
Buyer Initials \_\_\_\_\_ Buyer Initials \_\_\_\_\_ 33

(e) Buyer has (check one below): 33

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. 34  
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Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions: 36  
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This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 38  
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This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of disapproval of the risk assessment or inspection to Seller within \_\_\_\_\_ (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections needed and must include a copy of the inspection and/or risk assessment report. 41  
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Seller may, at Seller's option, within \_\_\_\_\_ days (3 days if not filled in) after Seller's receipt of Buyer's disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the parties may agree on any other remedy for the disapproved condition(s), including but not limited to 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. 45  
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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 \_\_\_\_\_ 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. 53  
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Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made by Buyer are true and accurate. 61  
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Buyer \_\_\_\_\_ Date \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_ 63

**Brokers' 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. 64  
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Buyer Broker \_\_\_\_\_ Date \_\_\_\_\_ Listing Broker \_\_\_\_\_ Date \_\_\_\_\_ 66

**SEPTIC ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ 2  
Buyer \_\_\_\_\_ 2  
Buyer \_\_\_\_\_ 2  
and \_\_\_\_\_ 3  
Seller \_\_\_\_\_ 3  
Seller \_\_\_\_\_ 3  
concerning \_\_\_\_\_ 4  
Address \_\_\_\_\_ 4  
City \_\_\_\_\_ 4  
State \_\_\_\_\_ 4  
Zip \_\_\_\_\_ 4

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

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

**TITLE CONTINGENCY ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1

between \_\_\_\_\_ ("Buyer") 2  
Buyer \_\_\_\_\_ Buyer \_\_\_\_\_

and \_\_\_\_\_ ("Seller") 3  
Seller \_\_\_\_\_ Seller \_\_\_\_\_

concerning \_\_\_\_\_ (the "Property"). 4  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**1. Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with any easements, covenants, conditions and restrictions of record. Buyer shall have \_\_\_\_\_ 6  
days (5 days if not filled in) from  the date of Buyer's receipt of the preliminary commitment for title insurance; 7  
or  mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8  
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9  
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. 10

Seller shall have \_\_\_\_\_ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 11  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 12  
disapproved exceptions. 13

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 14  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 15  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 16  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 17

**2. Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 18  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 19  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 20  
necessary to accommodate the foregoing times for notices. 21

**3. Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 22  
as provided for in the Agreement. 23

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

Seller's Initials \_\_\_\_\_ Date \_\_\_\_\_

INSPECTION ADDENDUM TO  
PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated \_\_\_\_\_ 1  
between \_\_\_\_\_ 2  
Buyer \_\_\_\_\_ Buyer \_\_\_\_\_  
and \_\_\_\_\_ 3  
Seller \_\_\_\_\_ Seller \_\_\_\_\_  
concerning \_\_\_\_\_ 4  
Address \_\_\_\_\_ City \_\_\_\_\_ 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. 5  
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a. **Sewer Inspection.** 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 and may require the inspector to remove toilets or other fixtures to access the sewer line. 12  
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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. 15  
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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 \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial 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 to give notices required by this Addendum. 21  
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4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise or as required by Paragraph 5. 30  
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a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without Seller's prior written consent or as required by Paragraph 5, the inspection contingency shall conclusively be deemed waived. 32  
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b. **Seller Consent.** The selection of either checkbox below by Seller shall not be considered a counteroffer. 35  
 Seller requests that Buyer provide the inspection report to Seller. 36  
 If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide to Seller only the portions of the inspection report related to the requested repairs or modifications to the Agreement. 37  
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5. **ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, Buyer shall have \_\_\_\_\_ (5 days if not filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector. 40  
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INSPECTION ADDENDUM  
TO PURCHASE AND SALE AGREEMENT  
*Continued*

**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. 46  
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a. **Seller's Response to Request for Repairs or Modifications.** Seller shall have \_\_\_\_\_ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 49  
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b. **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have \_\_\_\_\_ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 56  
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**ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 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. 62  
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**7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than \_\_\_\_\_ days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the inspector 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. 67  
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**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. 76  
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**9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic Addendum). 79  
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**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 \_\_\_\_\_ (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. 84  
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## ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

**NOTICE TO BUYER:** By including this Addendum in the Agreement, you agree to have your purchase price 5  
increased if Seller receives an equal or higher offer from another buyer (the "Competing Offer"). This Addendum does 6  
not assure that the Competing Offer used to establish your Purchase Price will, in all ways, be comparable to yours. 7  
You are cautioned to offer no more than you are willing to pay for the Property. You are further cautioned that Seller 8  
or the Listing Broker may disclose the terms of your offer, including this Addendum, to other potential buyers. 9

**1. PURCHASE PRICE.** If Seller receives a Competing Offer for the Property prior to accepting this offer, with a 10  
Net Price equal to or greater than the Net Price of this offer, then the Net Price of this offer shall be 11  
increased to \$\_\_\_\_\_ more than the Net Price of the Competing Offer. In no event, however, shall the 12  
new Purchase Price of this offer exceed \$\_\_\_\_\_. 13

The term "Net Price" means the stated Purchase Price (or the maximum price if the Competing Offer contains a 14  
price escalation clause) including any price adjustments such as credits to Buyer for closing costs or credits to 15  
Seller. 16

**2. COMPETING OFFER.** A Competing Offer must be a complete copy of a bona fide, arm's length, written offer on 17  
NWMLS or similar forms, containing all material terms necessary for an enforceable agreement which (a) requires 18  
the full Purchase Price to be paid in cash at closing; (b) provides for closing no later than \_\_\_\_\_ days (60 19  
days if not filled in) from the date of this offer; and (c) is not contingent on the sale of the buyer's property (i.e. no 20  
NWMLS Form 22B or equivalent). A Competing Offer may include other conditions, such as a buyer's pending 21  
sale of property contingency (i.e. NWMLS Form 22Q or equivalent). 22

**3. SELLER'S ACCEPTANCE.** 23

**a. Competing Offer Required for Escalation.** Seller's escalation of this offer shall not be effective unless 24  
it is accompanied by a complete copy of any Competing Offer used to escalate the Purchase Price, 25  
including any escalation provision. If Seller fails to provide an offer to be used as a Competing Offer to 26  
Buyer at the time of mutual acceptance, then Buyer shall be entitled to purchase the Property at the non- 27  
escalated Purchase Price. 28

**b. Notice to Seller – Competing Offer.** 29

i. If the offer provided by Seller does not qualify as a Competing Offer under Paragraph 2 of this 30  
Addendum, Buyer shall deliver notice to Seller of that fact within \_\_\_\_\_ days (3 days if not filled in) 31  
of mutual acceptance. If Buyer fails to timely give such notice, the offer shall conclusively be 32  
deemed to qualify as a Competing Offer under Paragraph 2 of this Addendum. 33

ii. If Buyer provides such notice to Seller, Seller shall have \_\_\_\_\_ days (2 days if not filled in) to give 34  
notice of termination of this Agreement. If Seller timely gives such notice, the Earnest Money shall 35  
be refunded to Buyer. If Seller does not timely give such notice of termination, then Buyer shall be 36  
entitled to purchase the Property at the non-escalated Purchase Price. 37

iii. The parties shall use the "Escalation Addendum Notice" (Form 35EN) for notices required by this 38  
section. 39

**ESCALATION ADDENDUM TO  
PURCHASE AND SALE AGREEMENT**

*Continued*

**4. NEW PURCHASE PRICE.** 40

a. **Escalated Purchase Price.** The following formula calculates the new Purchase Price. The new Purchase Price can only be calculated when the Purchase Price of the Competing Offer is known. 41 42

Purchase Price of Competing Offer	\$ _____	43
(or the maximum purchase price of the Competing Offer if it contains an escalation provision)		44
Less Credits (if any) to Buyer in Competing Offer	\$ _____	46
Plus Credits (if any) to Seller in Competing Offer	\$ _____	47
<b>Competing Offer Net Purchase Price</b>	\$ _____	48
 Plus Escalation Amount (this offer)	\$ _____	49
 Plus Credits (if any) to Buyer (this offer)	\$ _____	50
 Less Credits (if any) to Seller (this offer)	\$ _____	51
<b>New Purchase Price</b>	\$ _____	52

b. **Notice to Seller – New Purchase Price.** 53

- i. If the new Purchase Price calculated by Seller is incorrect, Buyer shall deliver notice to Seller of that fact within \_\_\_\_\_ days (3 days if not filled in) of mutual acceptance. Buyer's notice shall include Buyer's calculation of the new Purchase Price. If Buyer fails to timely give such notice, the new Purchase Price stated above shall conclusively be deemed to be correct. 54 55 56 57
- ii. If Buyer provides such notice to Seller, Seller shall have \_\_\_\_\_ days (2 days if not filled in) to give notice of termination of this Agreement. If Seller timely provides such notice, the Earnest Money shall be refunded to Buyer. If Seller does not timely give notice of termination, then Buyer's calculated new Purchase Price in Buyer's notice shall conclusively be deemed to be correct. 58 59 60 61
- iii. The parties shall use the "Escalation Addendum Notice" (Form 35EN) for notices required by this section. 62 63

Initials: BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_



## BACK-UP ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

1. **Property Already Sold.** Seller has previously sold the Property pursuant to a purchase and sale agreement dated \_\_\_\_\_ ("First Sale"). Seller reserves the right to change or amend the terms of the First Sale. 5  
6
2. **Back-Up Agreement Subject to First Sale.** This "Back-Up Agreement" is subject to the First Sale. Seller is not 7  
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obligated to sell to Buyer, unless the First Sale fails to close.
3. **Notice - If First Sale Fails to Close.** Seller shall give notice to Buyer within 2 days of learning that the First Sale 9  
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will not close ("First Sale Failure Notice"). NWMLS Form 38B may be used for this notice.
4. **Closing.** If the First Sale fails to close, the Closing Date of this Back-Up Agreement shall be \_\_\_\_\_ days 11  
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(60 days if not filled in) from the date of delivery of the First Sale Failure Notice. The Closing Date in this  
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Addendum supersedes the Closing Date in the Agreement.
5. **Expiration of Back-Up Agreement.** If Seller has not given the First Sale Failure Notice within \_\_\_\_\_ days 14  
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(60 days if not filled in) after mutual acceptance of this Back-Up Agreement, this Back-Up Agreement shall  
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terminate.
6. **Termination by Buyer.** Buyer may terminate this Back-Up Agreement any time prior to receiving the First Sale 17  
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Failure Notice. NWMLS Form 38B may be used for this notice.
7. **Time.** For the purposes of computing time (except for paragraph 5 above), all timelines in this Back-Up 19  
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Agreement, including the deposit of Earnest Money, shall begin on the date of delivery of the First Sale Failure  
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Notice. If NWMLS Short Sale Addendum (Form 22SS) is a part of this Back-Up Agreement, all timelines shall  
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begin on the date of delivery of the First Sale Failure Notice or Notice of Lender Consent, whichever occurs later.
8. **Other.** 23  
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Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Buyer \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_