

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: _____
Seller Seller

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

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT _____, CITY _____,

STATE _____, ZIP _____, COUNTY _____ ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

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

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

Seller ☐ is / ☐ is not occupying the Property.

I. SELLER'S DISCLOSURES:

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

1. TITLE

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

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

YES	NO	DON'T	N/A	54
		KNOW		55

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IMPROVED PROPERTY**

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YES NO DON'T KNOW N/A 102

*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? ☐ ☐ ☐ ☐ 103
104

D. If the property is connected to an on-site sewage system: 105

* (1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? ☐ ☐ ☐ ☐ 106
107

(2) When was it last pumped? 108

* (3) Are there any defects in the operation of the on-site sewage system? ☐ ☐ ☐ ☐ 109

(4) When was it last inspected? ☐ ☐ 110

By whom: 111

(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms ☐ ☐ 112

E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? ☐ ☐ ☐ ☐ 113
114

If no, please explain: 115

*F. Have there been any changes or repairs to the on-site sewage system? ☐ ☐ ☐ ☐ 116

G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? ☐ ☐ ☐ ☐ 117
118

If no, please explain: 119

*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? ☐ ☐ ☐ ☐ 120
121

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 122
123
124

4. STRUCTURAL 125

*A. Has the roof leaked within the last 5 years? ☐ ☐ ☐ ☐ 126

*B. Has the basement flooded or leaked? ☐ ☐ ☐ ☐ 127

*C. Have there been any conversions, additions or remodeling? ☐ ☐ ☐ ☐ 128

* (1) If yes, were all building permits obtained? ☐ ☐ ☐ ☐ 129

* (2) If yes, were all final inspections obtained? ☐ ☐ ☐ ☐ 130

D. Do you know the age of the house? ☐ ☐ ☐ ☐ 131

If yes, year of original construction: 132

*E. Has there been any settling, slippage, or sliding of the property or its improvements? ☐ ☐ ☐ ☐ 133

*F. Are there any defects with the following: (If yes, please check applicable items and explain) ☐ ☐ ☐ ☐ 134

☐ Foundations ☐ Decks ☐ Exterior Walls 135

☐ Chimneys ☐ Interior Walls ☐ Fire Alarms 136

☐ Doors ☐ Windows ☐ Patio 137

☐ Ceilings ☐ Slab Floors ☐ Driveways 138

☐ Pools ☐ Hot Tub ☐ Sauna 139

☐ Sidewalks ☐ Outbuildings ☐ Fireplaces 140

☐ Garage Floors ☐ Walkways ☐ Siding 141

☐ Wood Stoves ☐ Elevators ☐ Incline Elevators 142

☐ Stairway Chair Lifts ☐ Wheelchair Lifts ☐ Other 143

*G. Was a structural pest or "whole house" inspection done? ☐ ☐ ☐ ☐ 144

If yes, when and by whom was the inspection completed? 145

..... 146

H. During your ownership, has the property had any wood destroying organism or pest infestation? ☐ ☐ ☐ ☐ 147

I. Is the attic insulated? ☐ ☐ ☐ ☐ 148

J. Is the basement insulated? ☐ ☐ ☐ ☐ 149

SELLER'S INITIALS Date

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5. SYSTEMS AND FIXTURES

YES NO DON'T
KNOW N/A 150
151

*A. If any of the following systems or fixtures are included with the transfer, are there any defects? 152

If yes, please explain: 153

Electrical system, including wiring, switches, outlets, and service ☐ 154
Plumbing system, including pipes, faucets, fixtures, and toilets ☐ 155
Hot water tank ☐ 156
Garbage disposal ☐ 157
Appliances ☐ 158
Sump pump ☐ 159
Heating and cooling systems ☐ 160
Security system: ☐ Owned ☐ Leased ☐ 161
Other ☐ 162

*B. If any of the following fixtures or property is included with the transfer, are they leased? 163

(If yes, please attach copy of lease.) 164

Security System: ☐ 165
Tanks (type): ☐ 166
Satellite dish: ☐ 167
Other: ☐ 168

*C. Are any of the following kinds of wood burning appliances present at the property? 169

(1) Woodstove? ☐ 170
(2) Fireplace insert? ☐ 171
(3) Pellet stove? ☐ 172
(4) Fireplace? ☐ 173

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental
Protection Agency as clean burning appliances to improve air quality and public health? ☐ 174
175

D. Is the property located within a city, county, or district or within a department of natural
resources fire protection zone that provides fire protection services? ☐ 176
177

E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller
must equip the residence with carbon monoxide alarms as required by the state building code.) ☐ 178
179

F. Is the property equipped with smoke detection devices? ☐ 180
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke
detection device, at least one must be provided by the seller.) 181
182

G. Does the property currently have internet service? ☐ 183
Provider: 184

6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS 185

A. Is there a Homeowners' Association? ☐ 186
Name of Association and contact information for an officer, director, employee, or other authorized
agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy,
and other information that is not publicly available: 187
188
189

B. Are there regular periodic assessments? ☐ 190
\$ _____ per ☐ month ☐ year 191
☐ Other: 192

*C. Are there any pending special assessments? ☐ 193

*D. Are there any shared "common areas" or any joint maintenance agreements (facilities
such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas
co-owned in undivided interest with others)? ☐ 194
195
196

7. ENVIRONMENTAL 197

*A. Have there been any flooding, standing water, or drainage problems on the property
that affect the property or access to the property? ☐ 198
199

*B. Does any part of the property contain fill dirt, waste, or other fill material? ☐ 200

*C. Is there any material damage to the property from fire, wind, floods, beach movements,
earthquake, expansive soils, or landslides? ☐ 201
202

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? ☐ 203

*E. Are there any substances, materials, or products in or on the property that may be environmental
concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical
storage tanks, or contaminated soil or water? ☐ 204
205
206

*F. Has the property been used for commercial or industrial purposes? ☐ 207

SELLER'S INITIALS Date

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
					209
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
					211
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	212
					213
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	214
					215
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	215
8. LEAD BASED PAINT (Applicable if the house was built before 1978).				<input type="checkbox"/>	216
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					217
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).					218
					219
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					220
B. Records and reports available to the Seller (check one below):					221
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).					222
					223
					224
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					225
9. MANUFACTURED AND MOBILE HOMES					226
If the property includes a manufactured or mobile home,					227
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
If yes, please describe the alterations:					229
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	230
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	231
10. FULL DISCLOSURE BY SELLERS					232
A. Other conditions or defects:					233
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	234
					235
B. Verification					236
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					237
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					241
Seller	Date	Seller	Date		

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

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

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

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

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

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

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

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

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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

Buyer Date Buyer Date

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

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

Buyer Date Buyer Date

SELLER'S INITIALS Date

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

SELLER:

Seller

Seller

To be used in transfers of unimproved residential real property, including property zoned for residential use that is not improved by one or more residential dwelling units, a residential condominium, a residential timeshare or a mobile or manufactured home. Unimproved residential real property does not include commercial real estate as defined in RCW 60.42.005 or property defined as "timber land" under RCW 84.34.020. See RCW Chapter 64.06 for further information.

INSTRUCTIONS TO THE SELLER

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Seller ☐ is / ☐ is not occupying the Property.

I. SELLER'S DISCLOSURES:

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	YES	NO	DON'T KNOW	NA
1. TITLE				
A. Do you have legal authority to sell the property? If no, please explain.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
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(2) Option	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

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YES NO DON'T KNOW N/A 50
51

*F. Are there any written agreements for joint maintenance of an easement or right of way? ☐ ☐ ☐ ☐ 52

*G. Is there any study, survey project, or notice that would adversely affect the property? ☐ ☐ ☐ ☐ 53

*H. Are there any pending or existing assessments against the property? ☐ ☐ ☐ ☐ 54

*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling? ☐ ☐ ☐ ☐ 55
56

*J. Is there a boundary survey for the property? ☐ ☐ ☐ ☐ 57

*K. Are there any covenants, conditions, or restrictions recorded against title to the property? ☐ ☐ ☐ ☐ 58

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process. 59
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62
63
64

2. WATER 65

A. Household Water 66

(1) Does the property have potable water supply? ☐ ☐ ☐ ☐ 67

(2) If yes, the source of water for the property is: ☐ Private or publicly owned water system 68
☐ Private well serving only the property ☐ Other water system 69

*If shared, are there any written agreements? ☐ ☐ ☐ ☐ 70

*(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? ☐ ☐ ☐ ☐ 71
72

*(4) Are there any problems or repairs needed? ☐ ☐ ☐ ☐ 73

(5) Is there a connection or hook-up charge payable before the property can be connected to the water main? ☐ ☐ ☐ ☐ 74
75

(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) ☐ ☐ ☐ ☐ 76
77

(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) ☐ ☐ ☐ ☐ 78
79

(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☐ 80
81

*(b) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☐ 82
83

(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? ☐ ☐ ☐ ☐ 84
85

*(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? ☐ ☐ ☐ ☐ 86

B. Irrigation Water 87

(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? (If yes, please attach a copy.) ☐ ☐ ☐ ☐ 88
89

(a) If yes, has all or any portion of the water right not been used for five or more successive years? ☐ ☐ ☐ ☐ 90
91

(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? ☐ ☐ ☐ ☐ 92
93

SELLER'S INITIALS Date

SELLER'S INITIALS Date

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

(Continued)

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	YES	NO	DON'T KNOW	N/A	
					94
					95
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	96
If so, please identify the entity that supplies irrigation water to the property:					97
_____					98
C. Outdoor Sprinkler System					99
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	100
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	101
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
3. SEWER/SEPTIC SYSTEM					103
A. The property is served by:					104
<input type="checkbox"/> Public sewer system					105
<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					106
<input type="checkbox"/> Other disposal system					107
Please describe: _____					108
B. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
					110
C. If the property is connected to an on-site sewage system:					111
* (1) Was a permit issued for its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
* (2) Was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113
(3) Is the septic system a pressurized system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
(4) Is the septic system a gravity system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
* (5) Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117
If no, please explain: _____					118
					119
* (7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120
					121
4. ELECTRICAL/GAS					122
A. Is the property served by natural gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	123
B. Is there a connection charge for gas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	124
C. Is the property served by electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
D. Is there a connection charge for electricity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
* E. Are there any electrical problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
5. FLOODING					128
A. Is the property located in a government designated flood zone or floodplain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

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	YES	NO	DON'T KNOW	N/A	
6. SOIL STABILITY					130
*A. Are there any settlement, earth movement, slides, or similar soil problems on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
					132
7. ENVIRONMENTAL					133
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
					135
*B. Does any part of the property contain fill dirt, waste, or other fill material?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
					138
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
					141
					142
*F. Has the property been used for commercial or industrial purposes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
					146
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
*K. Are there any radio towers that cause interference with cellular telephone reception?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					150
A. Is there a homeowners' association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:					152
					153
					154
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					156
<input type="checkbox"/> Other:					157
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
					160
					161
9. OTHER FACTS					162
*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
*B. Does the property have any plants or wildlife that are designated as species of concern, or listed as threatened or endangered by the government?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
					165

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
 UNIMPROVED PROPERTY**

(Continued)

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	YES	NO	DON'T KNOW	N/A	
*C. Is the property classified or designated as forest land or open space?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
					167
D. Do you have a forest management plan? If yes, attach.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
*E. Have any development-related permit applications been submitted to any government agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
If the answer to E is "yes," what is the status or outcome of those applications?					171
_____					172
F. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
					174
10. FULL DISCLOSURE BY SELLERS					175
A. Other conditions or defects:					176
*Are there any other existing material defects affecting the property that a prospective buyer should know about?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	177
					178
B. Verification					179
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					180
					181
					182
					183
_____					184
Seller _____ Date _____ Seller _____ Date _____					185
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					186
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**SELLER DISCLOSURE STATEMENT
UNIMPROVED PROPERTY**

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II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

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

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

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

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050 (2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).

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

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

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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

Buyer Date Buyer Date

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

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

Buyer Date Buyer Date

SELLER'S INITIALS Date

SELLER'S INITIALS Date

Landlord's Initials	Date	Landlord's Initials	Date	Tenant's Initials	Date	Tenant's Initials	Date
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RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 9. RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 37 38 39
- 10. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the amount of fees shall be as fixed by the court. 40 41 42
- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes the following disclosures: 43 44 45 46 47
- (a) The smoke detection device is ☐ hard-wired ☐ battery operated. 48
- (b) The Building ☐ does ☐ does not have a fire sprinkler system. 49
- (c) The Building ☐ does ☐ does not have a fire alarm system. 50
- (d) ☐ The building has a smoking policy, as follows: 51
- _____ 52
- _____ 53
- ☐ The building does not have a smoking policy 54
- (e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 55 56
- ☐ The building does not have an emergency notification plan for occupants. 57
- (f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 58 59
- ☐ The building does not have an emergency relocation plan for occupants. 60
- (g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 61 62
- ☐ The building does not have an emergency evacuation plan for occupants. 63
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 64
- 12. CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530. 65 66 67
- 13. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 68 69 70 71
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 72 73
- 15. OTHER.** 74 75 76 77 78

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date

RENTAL AGREEMENT
Seller Occupancy After Closing

Notice: There are many risks associated with giving a seller the right to occupy a property as a tenant after closing. If a seller fails to vacate the property upon the termination of this rental agreement, a buyer may have limited rights to remove the seller from the property. A buyer should consult with an attorney before entering into an agreement that provides a seller with occupancy after closing.

Date: _____ 1

Tenant(s) _____ 2
Seller/Tenant Seller/Tenant

agree(s) to rent from Landlord _____ 3
Buyer/Landlord Buyer/Landlord

the property commonly known as _____ 4
Address City

_____ (the "Property") on the following terms and conditions: 5
State Zip County

1. **RENT.** The rent shall be \$ _____ per _____ . 6

Rent shall be payable to _____ 7

at _____ . 8

Other: _____ . 9

2. **POSSESSION.** Tenant is entitled to possession on the closing of the sale of the Property from Tenant (Seller) to 10
Landlord (Buyer). If the sale does not close, then this Agreement is void. 11

3. **TERM.** This Agreement shall terminate on _____ ("Termination Date"). Upon termination, any 12
advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon 13
Tenant's vacating the Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for 14
rent and all other damages sustained by Landlord because of such holdover to the extent permitted by applicable laws. 15

Tenant hereby acknowledges and agrees that pursuant to this Paragraph 3, Landlord has provided to Tenant the 16
requisite advance written notice that: (i) the tenancy granted hereunder shall automatically expire and/or terminate 17
upon the Termination Date without further notice to Tenant, (ii) Tenant is not entitled to any rights to extend the 18
Termination Date or to continue to occupy or use the Property beyond the Termination Date, (iii) Tenant must 19
immediately vacate and surrender the Property to Landlord on the Termination Date as further provided in this 20
Agreement, and (iv) this notice to Tenant shall constitute personal delivery to Tenant consistent with RCW 59.12.040. 21

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 22
such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 23
the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 24
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 25
personal property. 26

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 27
Agreement. 28

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 29
painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 30
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 31

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 32
this Agreement. 33

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 34
then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 35
of a copy of the summary. 36

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 37
with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 38
any and all claims arising under this Agreement. 39

Landlord's Initials Date Landlord's Initials Date Tenant's Initials Date Tenant's Initials Date

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

10. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees shall be as fixed by the Court.

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

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

☐ The building does not have a smoking policy.

(e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.

☐ The building does not have an emergency notification plan for occupants.

(f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.

☐ The building does not have an emergency relocation plan for occupants.

(g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.

☐ The building does not have an emergency evacuation plan for occupants.

Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.

12. CARBON MONOXIDE ALARMS. Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530.

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

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

15. OTHER.

Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date

LEASE / RENTAL AGREEMENT

This Lease/Rental Agreement dated: _____ is made and entered into between _____ ("Lessor"),

Lessor Lessor
and _____ ("Tenant")

Tenant Tenant
for the "Property" commonly known as _____,

Address

City State Zip County

If this Agreement is for more than one (1) year, the legal description of the Property is attached as Exhibit A.

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

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

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

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

3. RENT. Tenant shall pay rent as follows:

- a. **Amount and Due Date.** The rent is \$_____ per month, payable in advance and due on or before the ☐ first day; ☐ _____ day of each month commencing on the first month of the term. Each monthly rental period shall begin on the day rent is due.
- b. **Payments.** Rent shall be paid to (check one): ☐ Listing Firm at the address below; ☐ Lessor at the address below; or ☐ _____.
- c. **First Month's Rent.** Lessor acknowledges receipt of \$_____ as the first and _____ month's rent. If Lessor collects last month's rent, it can only be applied to the final month of the term and is not applicable to any other month of the Agreement.
- d. ☐ **Pro-Rated Rent.** Pro-rated rent from _____ to _____ is \$_____ and payable on _____.

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

LEASE / RENTAL AGREEMENT
(Continued)

4. **UTILITIES.** Tenant shall pay all utilities when due except: ☐ water; ☐ sewer; ☐ garbage; 43
☐ _____ 44
5. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence for the following 45
named persons: _____ 46
Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give 47
accommodation to any other persons, without the prior written consent of Lessor or Listing Firm. 48
6. **SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$ _____, 49
which shall be deposited in a trust account in _____ Bank, 50
_____ Branch, in _____, WA. Lessor or Listing 51
Firm will give written notice of any change in said depository. This deposit is security for 52
performance of Tenant's obligations in this Agreement, including but not limited to payment of rent, 53
and for any damages to and cleaning of the Property, for which Tenant is responsible. 54
A written "Move In/Move Out Addendum" describing the condition and cleanliness of and any 55
damage to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon 56
commencement of tenancy and a written copy given to Tenant. No security deposit may be 57
collected unless the Move In/Move Out Addendum is completed. 58
Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of 59
premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the 60
deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class 61
mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such 62
damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand. 63
7. **MAINTENANCE.** Tenant shall at all times maintain the Property, including any yard and lawn, in 64
a neat and clean condition and upon termination of this Agreement will leave the Property in as 65
good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any 66
alterations or improvements to the Property without Lessor's prior written approval. 67
a. ☐ **Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally 68
cleaned and provide Lessor with a receipt evidencing the same. 69
8. **INSPECTION/SALE.** Lessor may enter the Property to inspect it or make alterations or repairs at 70
reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show 71
the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice. 72
9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid within five days of the due date, 73
Tenant shall pay a late charge of ☐ \$ _____ for each day that the same is 74
delinquent, including the day of payment, up to a maximum of 10% of one month's rent; or 75
☐ \$ _____. Tenant shall pay a charge of \$ _____ for each NSF check 76
given by Tenant to Lessor. Lessor shall have no obligation to redeposit any check returned NSF. 77
In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. 78
Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 79
fourteen (14) days. 80
10. **NONREFUNDABLE FEE.** Tenant shall pay, prior to occupancy, a nonrefundable fee of 81
\$ _____ for _____. Lessor 82
will not return this nonrefundable fee under any conditions. The fee may not be used hold the 83
Property for Tenant or to secure Tenant's obligation to move into the Property. 84
11. **PETS.** No dogs, cats or other animals will be permitted on the Property without a fully executed 85
Pet Agreement (NWMLS Form No. 68B). 86

Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

- 12. RENTERS INSURANCE.** Renter's insurance is available to Tenant for coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property. 87
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- a. ☐ Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's insurance policy within five days of mutual acceptance of this Agreement. 89
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- 13. CARBON MONOXIDE ALARMS.** Lessor shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property. 93
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- 14. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 98
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- (a) The smoke detection device is ☐ hard-wired; ☐ battery operated. 103
- (b) The Building ☐ does; ☐ does not have a fire sprinkler system. 104
- (c) The Building ☐ does; ☐ does not have a fire alarm system. 105
- (d) ☐ The building has a smoking policy, as follows: 106
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- ☐ The building does not have a smoking policy 109
- (e) ☐ The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 110
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- ☐ The building does not have an emergency notification plan for occupants. 112
- (f) ☐ The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 113
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- ☐ The building does not have an emergency relocation plan for occupants. 115
- (g) ☐ The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 116
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- ☐ The building does not have an emergency evacuation plan for occupants. 118
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 119
- 15. AGENCY DISCLOSURE.** If real estate brokers are involved in this transaction, then at the signing of this Agreement, Listing Broker represents ☐ Lessor; ☐ both Lessor and Tenant. Tenant's Broker represents ☐ Lessor; ☐ Tenant; ☐ both Lessor and Tenant; ☐ neither Lessor nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager (if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's Broker represents. Listing Firm, Listing 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 Tenant's Broker and Listing Broker are different persons affiliated with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Tenant's Broker and Listing Broker are the same person representing both parties then both Lessor and Tenant 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." 120
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Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date

LEASE / RENTAL AGREEMENT
(Continued)

- 16. ATTORNEYS' FEES.** If Lessor or Tenant institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- 17. WAIVER OF SUBROGATION.** Lessor and Tenant hereby release and waive for the duration of this Agreement and any extension or renewal thereof their respective rights of recovery against each other for any loss resulting from perils of fire and/or extended coverage as defined in fire insurance policies issued to either Lessor or Tenant in effect at the time of the loss; provided that such waiver and release shall apply only in the event such agreement does not prejudice the insurance afforded by such policies.
- 18. LOCAL ORDINANCES.** Lessor and Tenant acknowledge that there may be local ordinances or regulations that require Lessor to provide Tenant with certain information including, but not limited to a summary of "Landlord-Tenant Laws."
- 19. COMPLIANCE WITH LAWS, CC&Rs, AND RULES AND REGULATIONS.** Tenant shall not use the Property in any way which violates any law, ordinance, or governmental regulation. In addition, Tenant shall abide by any applicable covenants, conditions, and restrictions of record ("CC&Rs"), the Rules attached to this Agreement, and any other applicable Rules. Tenant acknowledges receipt of any applicable CC&Rs and the Rules for the Property.
- 20. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations.
- 21. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home."

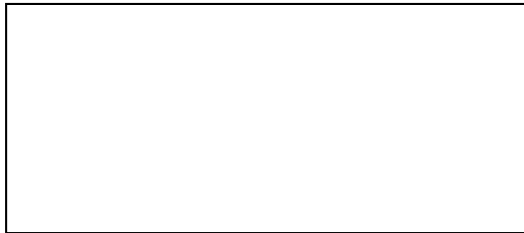
Tenant	Date	Lessor	Date
Tenant	Date	Lessor	Date
Tenant's Present Address		Lessor's Address	
City, State, Zip		City, State, Zip	
Home Phone	Work Phone	Lessor's Phone	
Tenant's Employer			
Tenant's Firm		Listing Firm	
Tenant's Broker		Listing Broker	
Tenant's Firm's Phone Number		Listing Firm's Phone Number	
Tenant's Broker's E-mail Address		Listing Broker's E-mail Address	
		Listing Firm's Address	

Tenant's Initials	Date	Tenant's Initials	Date	Lessor's Initials	Date	Lessor's Initials	Date
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LEASE / RENTAL AGREEMENT
(Continued)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the
instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and
purposes mentioned in the instrument.



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

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the
instrument and acknowledged it to be his/her their/its free and voluntary act for the uses and
purposes mentioned in the instrument.



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

(Use this space for notary stamp/seal.)

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

LEASE / RENTAL AGREEMENT
(Continued)

RULES

1. **Garbage.** Tenant shall furnish his/her own garbage can and place it where required for pickup. 167
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2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes. 169
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. 170
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4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather. 172
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5. **Drains.** Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. 174
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6. **Nails/Painting.** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor. 176
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7. **Lawns & Shrubs/Snow.** Tenant shall cut and water any lawn and water any shrubs, trees, and landscaping so as to maintain the same in as good a condition as they are presently. In the event of snow, Tenant will remove the same from any abutting sidewalks. 178
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8. **Noise/Nuisance.** Tenant shall keep TV, stereo, radio, and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property. 181
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9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. 184
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10. **Pets.** If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces, or surrounding Property except on a leash and accompanied by Tenant. It is Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties. 186
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11. **Vehicles.** Tenant shall not park or store recreation vehicles, trailers, boats and inoperable or unlicensed automobiles on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Tenant shall complete repairs to any vehicles in these locations within 24 hours of commencement. 192
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12. **Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, Tenant shall keep noise to a minimum therein and nothing may be stored, even temporarily, therein. 196
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13. **Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used. 199
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14. **Water Beds, Pianos & Heavy Objects.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance. 203
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15. **Screens.** Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them. 207
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Tenant's Initials Date

Tenant's Initials Date

Lessor's Initials Date

Lessor's Initials Date