

Seller \_\_\_\_\_ ("Seller") hereby grants to, 1  
Seller \_\_\_\_\_ ("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. <b>DEFINITIONS.</b> <u>For purposes of this Agreement:</u> (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase.	6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51
2. <b>AGENCY/DUAL AGENCY.</b> Seller authorizes Firm to appoint _____ as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers who supervise Listing Broker's performance as Seller's agent ("Supervising Broker"). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as and when needed. If the Property is sold to a buyer represented by one of Firm's brokers other than Listing Broker ("Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises Buyer's Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. If any of Firm's brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. Seller acknowledges receipt of the pamphlet entitled "The Law of Real Estate Agency."	8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51
3. <b>LIST DATE.</b> Firm shall submit this listing, including the Property information on the attached pages and photographs of the Property (collectively, "Listing Data"), to be published by MLS by 5:00 p.m. on _____ ("List Date"), which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, newspapers, open houses, previews, showings, or tours.	19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51
4. <b>COMMISSION.</b> If during the Listing Term (a) Seller sells the Property and the buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, willing, and able to purchase the Property on the terms in this Agreement <u>and as set forth in the attached Listing Input Sheets incorporated herein by this reference</u> , Seller will pay Firm a commission of (fill in one and strike the other) _____ % of the sales price, or \$ _____ ("Total Commission"). From the Total Commission, Firm will offer a cooperating member of MLS representing a buyer ("Selling Firm") a commission of (fill in one and strike the other) _____ % of the sales price, or \$ _____. Further, if Seller shall, within six months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement.	25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51
5. <b>SHORT SALE / NO DISTRESSED HOME CONVEYANCE.</b> If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's commission. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.	40 41 42 43 44 45 46 47 48 49 50 51
6. <b>KEYBOX.</b> Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval.	49 50 51

**EXCLUSIVE SALE AND LISTING AGREEMENT**  
*Continued*

**7. SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the Listing Input Sheets attached pages to and incorporated into this Agreement is correct. Further, Seller represents that to the best of Seller's knowledge, there are no structures or boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 52  
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**8. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at closing. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 61  
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**9. MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 69  
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**10. PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the master key to the keybox and/or at open houses, except for damage or injury caused by its gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030. 79  
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**11. FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 87  
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**12. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 93  
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**13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 97  
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**14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 100  
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Are the undersigned the sole owner(s)?  YES  NO

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Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Firm \_\_\_\_\_

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Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Broker's Signature \_\_\_\_\_

Date \_\_\_\_\_

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## EXCLUSIVE SALE AND LISTING AGREEMENT

Seller \_\_\_\_\_ Seller \_\_\_\_\_ ("Seller") hereby grants to, 1  
Seller \_\_\_\_\_ ("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.** For purposes of this Agreement: (a) "MLS" means the \_\_\_\_\_ 6  
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- 2. AGENCY/DUAL AGENCY.** Seller authorizes Firm to appoint \_\_\_\_\_ 9  
as Seller's Listing Broker. This Agreement creates an agency relationship with Listing Broker and any of Firm's brokers 10  
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are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller's behalf as 12  
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If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising 15  
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- 3. LIST DATE.** Firm shall submit this listing, including the Property information on the attached pages and photographs of 19  
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Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the 22  
Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner 23  
whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, 24  
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 agreement 26  
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and able to purchase the Property on the terms in this Agreement and as set forth in the attached Listing Input Sheets 28  
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Selling Firm is an intended third party beneficiary of this Agreement. 39
- 5. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient 40  
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entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by 102  
the court. The venue of any suit shall be the county in which the Property is located. 103

**15. SELLER OPT-OUT.** Check one if applicable: 104  
a.  I have advised my broker that I do not want the listed property to be displayed on the Internet; or 105  
b.  I have advised my broker that I do not want the address of the listed property to be displayed on the Internet. 106  
c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings on the 107  
Internet will not see information about the listed property in response to their search. 108

Initials of Seller (if (a) or (b) are selected): \_\_\_\_\_ 109

Are the undersigned the sole owner(s)?  YES  NO 110

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_ Real Estate Firm \_\_\_\_\_ 111  
Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_ Broker's Signature \_\_\_\_\_ Date \_\_\_\_\_ 112

## EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

Seller \_\_\_\_\_ Seller \_\_\_\_\_ ("Seller") hereby grants to, 1  
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## EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

Continued

appraisers who cannot have access to the Property without Firm's prior approval which will not be given without Firm first making reasonable efforts to obtain Seller's approval.

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8. **CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at closing. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 62  
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9. **MULTIPLE LISTING SERVICE.** Seller authorizes Firm and MLS to publish the Listing Data and distribute it to other members of MLS and their affiliates and third parties for public display and other purposes. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion. Firm shall cooperate with all other members of MLS, or of a multiple listing service to which this listing is referred, in working toward the sale of the Property. Regardless of whether a cooperating MLS member is the agent of the buyer, Seller, neither or both, such member shall be entitled to receive the selling firm's share of the commission. MLS is an intended third party beneficiary of this agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this agreement. 70  
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10. **PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the master key to the keybox and/or at open houses, except for damage or injury caused by its gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller should request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030. 80  
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11. **FIRM'S RIGHT TO MARKET THE PROPERTY.** Seller shall not commit any act which materially impairs Firm's ability to market and sell the Property under the terms of this Agreement. In the event of breach of the foregoing, Seller shall pay Firm a commission in the above amount, or at the above rate applied to the listing price herein, whichever is applicable. Unless otherwise agreed in writing, Firm and other members of MLS shall be entitled to show the Property at all reasonable times. Firm need not submit to Seller any offers to lease, rent, execute an option to purchase, or enter into any agreement other than for immediate sale of the Property. 88  
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12. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 94  
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13. **DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 98  
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14. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be 101  
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Seller's Signature

Date

Real Estate Firm

Seller's Signature

Date

Broker's Signature

Date

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# EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

*Continued*

entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

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

Sample

---

**Seller's Signature**

---

Date

---

## Real Estate Firm

---

**Seller's Signature**

---

Date

---

Broker's Signature

Date

## EXCLUSIVE AGENCY 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
<b>1. DEFINITIONS.</b> <u>For purposes of this Agreement:</u> (a) “MLS” means the _____			6
Multiple Listing Service/Association/Bureau; and (b) “sell” includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase.			7
<b>2. AGENCY/DUAL AGENCY.</b> 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 brokers who supervise Listing Broker’s performance as Seller’s agent (“Supervising Broker”). No other brokers affiliated with Firm are agents of Seller, except to the extent that Firm, in its discretion, appoints other brokers to act on Seller’s behalf as and when needed. If the Property is sold to a buyer represented by one of Firm’s brokers other than Listing Broker (“Buyer’s Broker”), Seller consents to any Supervising Broker, who also supervises Buyer’s Broker, acting as a dual agent. If the Property is sold to a buyer who Listing Broker also represents, Seller consents to Listing Broker and Supervising Broker acting as dual agents. If any of Firm’s brokers act as a dual agent, Firm shall be entitled to the entire commission payable under this Agreement plus any additional compensation Firm may have negotiated with the buyer. Seller acknowledges receipt of the pamphlet entitled “The Law of Real Estate Agency.”			9
<b>3. LIST DATE.</b> Firm shall submit this listing, including the Property information on the attached pages and photographs of the Property (collectively, “Listing Data”), to be published by MLS by 5:00 p.m. on _____ (“List Date”), which date shall not be more than 30 days from the effective date of the Agreement. Seller acknowledges that exposure of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, mailers, magazines, newspapers, open houses, previews, showings, or tours.			10
<b>4. COMMISSION.</b> If during the listing term (a) Seller sells the Property through any other real estate licensee and the buyer does not terminate the agreement prior to closing; or (b) after reasonable exposure of the Property to the market, Firm procures a buyer who is ready, willing, and able to purchase the Property on the terms in this Agreement <u>and as set forth in the attached Listing Input Sheets incorporated herein by this reference</u> , Seller will pay Firm a commission of (fill in one and strike the other) _____ % of the sales price, or \$ _____ (“Total Commission”). From the Total Commission, Firm will offer a cooperating member of MLS representing a buyer (“Selling Firm”) a commission of (fill in one and strike the other) _____ % of the sales price, or \$ _____. Further, if Seller shall, within six months after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm the above commission. Provided, that if Seller pays a commission to a member of MLS or a cooperating MLS in conjunction with a sale, the amount of commission payable to Firm shall be reduced by the amount paid to such other member(s). Provided further, that if Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays a commission to another MLS member. Selling Firm is an intended third party beneficiary of this Agreement.			11
<b>5. SHORT SALE / NO DISTRESSED HOME CONVEYANCE.</b> If the proceeds from the sale of the Property are insufficient to cover the Seller’s costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm’s commission. Firm will not represent or assist Seller in a transaction that is a “Distressed Home Conveyance” as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A “Distressed Home Conveyance” is a transaction where a buyer purchases property from a “Distressed Homeowner” (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.			12
<b>6. KEYBOX.</b> Firm is authorized to install a keybox on the Property. Such keybox may be opened by a master key held by members of MLS and their brokers. A master key also may be held by affiliated third parties such as inspectors and appraisers who cannot have access to the Property without Firm’s prior approval which will not be given without Firm first making reasonable efforts to obtain Seller’s approval.			13
<b>7. SELLER’S WARRANTIES AND REPRESENTATIONS.</b> Seller warrants that Seller has the right to sell the Property on the terms herein and that the Property information on the <u>Listing Input Sheets</u> attached <u>pages to and incorporated into</u> this Agreement is correct. Further, Seller represents that to the best of Seller’s knowledge, there are no structures or			14

## EXCLUSIVE AGENCY SALE AND LISTING AGREEMENT

Continued

boundary indicators that either encroach on adjacent property or on the Property. Seller authorizes Firm to provide the information in this Agreement and the attached pages to prospective buyers and to other cooperating members of MLS who do not represent the Seller and, in some instances, may represent the buyer. If Seller provides Firm with any photographs of the Property, Seller warrants that Seller has the necessary rights in the photographs to allow Firm to use them as contemplated by this Agreement. Seller agrees to indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties and representations are incorrect. 57  
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**8. CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at closing. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service. 63  
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**12. SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable a completed and signed "Seller Disclosure Statement" (Form 17 (Residential), Form 17C (Unimproved Residential), or Form 17 Commercial). Seller agrees to indemnify, defend and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 94  
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**13. DAMAGES IN THE EVENT OF BUYER'S BREACH.** In the event Seller retains earnest money as liquidated damages on buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance divided equally between Seller and Firm. 98  
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**14. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located. 101  
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**15. SELLER OPT-OUT.** Check one if applicable: 105  
a.  I have advised my broker that I do not want the listed property to be displayed on the Internet; or 106  
b.  I have advised my broker that I do not want the address of the listed property to be displayed on the Internet. 107  
c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings on the Internet will not see information about the listed property in response to their search. 108  
109

Initials of Seller (if (a) or (b) are selected): \_\_\_\_\_ 110

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

111

Seller's Signature

Date

Real Estate Firm

112

Seller's Signature

Date

Broker's Signature

Date

113

## LETTER OF AUTHORIZATION

● Indicates Required Information

LISTING No.

● County _____		TAX ID No. _____			
Seller Name _____		("Seller")			
Firm Name _____		("Firm")			
Listing Broker Name _____		("Listing Broker")			
Project Name _____		, including all lots, existing houses and condominiums, and future houses and condominiums, within (the "Project").			
Co-Office ID No. _____	Co-Broker ID No. _____	● Area _____	● Community _____		
Address _____ - _____					
Street No.	Modifier	Direction	Street Name (Prj) _____		
● CITY _____	● ZIP Code + 4 _____ - _____		Suffix _____	Post Direction _____	Unit No. _____
● Map Book _____	● Map Page _____	● Top Map Coord. _____	● Side Map Coord. _____		
● Internet Advertising _____		● Show address to Public _____			
<b>Extent of Authority Listings.</b> The Project is currently in development and individual units are not yet available to sell. As all or portions of the Project become available for sale, Seller agrees to execute exclusive listing agreements and changes thereto with Firm on Northwest Multiple Listing Service ("NWMLS") standard listing forms. Seller is familiar with NWMLS listing forms and all of the obligations of seller contained therein are incorporated herein by this reference.					
<del>Firm and Listing Broker are authorized to act on Seller's behalf in all matters related to listing property within the Project with Northwest Multiple Listing Service ("NWMLS"). Listing Broker is authorized to execute on Seller's behalf, exclusive listing agreements and changes thereto, on NWMLS standard listing forms, as all or portions of the Project become available for sale. Seller is familiar with NWMLS listing forms and all of the obligations of seller contained therein are incorporated herein by this reference.</del>					
<b>Commission.</b> Seller will pay Firm a commission on sale of individual lots, houses, and condominium units within the Project of _____ % of the sales price, or \$ _____ (fill in one and strike the other). From Firm's commission, Firm will offer a cooperating member of MLS representing a buyer a commission of _____ % of the sales price, or \$ _____ (fill in one and strike the other).					
<b>Comments</b> _____					
● Listing Date _____	● DURATION. The foregoing shall remain in effect until _____, or until such time as all of the above project has been sold, whichever occurs first.				
● Builder _____	● Lots/Units _____				
<b>Sale Prices.</b> It is anticipated that sale prices will be <input type="checkbox"/> lots at a price range of \$ _____ to \$ _____.					
<input type="checkbox"/> Houses to be and/or under construction at a price of \$ _____ to \$ _____.					
<input type="checkbox"/> Condominiums to be and/or under construction at a price of \$ _____ to \$ _____.					
<input type="checkbox"/> Prices will be determined in the future.					
<b>Reservations.</b> Firm is directed to solicit reservations: <input type="checkbox"/> Immediately (the plat has received preliminary approval).					
<input type="checkbox"/> After plat receives preliminary approval. <input type="checkbox"/> After written notice from Seller. <input type="checkbox"/> After _____.					
<b>Legal Description of Project:</b> _____ _____ _____					
<b>Marketing Remarks.*</b> CAUTION! The comments you make in the following lines are limited to descriptions of the land and improvements only. Marketing Remarks will appear in the client handouts and websites.(500 Characters) _____ _____					
<b>Confidential Agent-Only Remarks.</b> (250 Characters) _____ _____ _____					
<b>Directions to Property.</b> (200 Characters) _____ _____ _____					
LISTING FIRM _____	BY _____	SELLER	DATE _____	SELLER	DATE _____

**TITLE**

*Continued*

(Type/Print) \_\_\_\_\_

FIRM PHONE NO: \_\_\_\_\_ SELLER PHONE NO. \_\_\_\_\_

Sample

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

**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, 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.

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

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

**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.

YES NO DON'T KNOW N/A

**1. TITLE**

A. Do you have legal authority to sell the property? If no, please explain. ....    39

\*B. Is title to the property subject to any of the following? 40

(1) First right of refusal     41

(2) Option     42

(3) Lease or rental agreement     43

(4) Life estate?     44

\*C. Are there any encroachments, boundary agreements, or boundary disputes?     45

\*D. Is there a private road or easement agreement for access to the property?     46

\*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of  
the property?     47

\*F. Are there any written agreements for joint maintenance of an easement or right-of-way?     49

\*G. Is there any study, survey project, or notice that would adversely affect the property?     50

\*H. Are there any pending or existing assessments against the property?     51

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

		YES	NO	DON'T KNOW	N/A	
*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"/>	52
						53
						54
						55
*J.	Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
						57
*K.	Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57

**PLEASE NOTE:** Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.

**2. WATER**

A. Household Water

(1)	The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	64
	*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
*(2)	Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
						68
*(3)	Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4)	During your ownership, has the source provided an adequate year-round supply of potable water? .. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
	If no, please explain: _____					71
*(5)	Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
	If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
*(6)	Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
						75
	(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
	(b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
*(7)	Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .. <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78

B. Irrigation Water

(1)	Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80
						81
	(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
						83
	(b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
						85
(2)	Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .. <input type="checkbox"/>	86				
	If so, please identify the entity that supplies water to the property: _____					87
						88

C. Outdoor Sprinkler System

(1)	Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
						91
	(2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
						92
	(3) If yes, is the sprinkler system connected to irrigation water? .. <input type="checkbox"/>	92				

**3. SEWER/ON-SITE SEWAGE SYSTEM**

A. The property is served by:

<input type="checkbox"/> Public sewer system	<input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)	95
<input type="checkbox"/> Other disposal system		96

Please describe: \_\_\_\_\_

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

	YES	NO	DON'T KNOW	NA	98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: _____					101
*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? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and 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"/>	105
(2) When was it last pumped? _____					107
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	108
(4) When was it last inspected? _____ By whom: _____					109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	112
If no, please explain: _____					113
If no, please explain: _____					114
*F. 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"/>	115
G. 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"/>	116
If no, please explain: _____					117
If no, please explain: _____					118
*H. 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"/>	119
					120

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). 121  
122  
123

**4. STRUCTURAL** 124

*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
D. Do you know the age of the house? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: _____					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations <input type="checkbox"/> Decks <input type="checkbox"/> Exterior Walls					134
<input type="checkbox"/> Chimneys <input type="checkbox"/> Interior Walls <input type="checkbox"/> Fire Alarms					135
<input type="checkbox"/> Doors <input type="checkbox"/> Windows <input type="checkbox"/> Patio					136
<input type="checkbox"/> Ceilings <input type="checkbox"/> Slab Floors <input type="checkbox"/> Driveways					137
<input type="checkbox"/> Pools <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna					138
<input type="checkbox"/> Sidewalks <input type="checkbox"/> Outbuildings <input type="checkbox"/> Fireplaces					139
<input type="checkbox"/> Garage Floors <input type="checkbox"/> Walkways <input type="checkbox"/> Siding					140
<input type="checkbox"/> Wood Stoves <input type="checkbox"/> Elevators <input type="checkbox"/> Incline Elevators					141
<input type="checkbox"/> Stairway Chair Lifts <input type="checkbox"/> Wheelchair Lifts <input type="checkbox"/> Other _____					

*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
If yes, when and by whom was the inspection completed? _____					143
					144

H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
I. Is the attic insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
(Continued)

YES	NO	DON'T KNOW	N/A	148
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**5. SYSTEMS AND FIXTURES**

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects? 150

If yes, please explain: 151

Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Appliances.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160

\*B. If any of the following fixtures or property is included with the transfer, are they leased? 161

(If yes, please attach copy of lease.) 162

Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166

\*C. Are any of the following kinds of wood burning appliances present at the property? 167

(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	169
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171

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? 172

.....  173

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? 174

.....  175

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.)..... 176

.....  177

F. Is the property equipped with smoke alarmedetection devices?..... 178

(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.) 179

**6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

A. Is there a Homeowners' Association? .....

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: 180

.....  181

B. Are there regular periodic assessments? .....

\$ \_\_\_\_\_ per  month  year 182

Other: .....

.....  183

\*C. Are there any pending special assessments? .....

.....  184

\*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)? .....

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**7. ENVIRONMENTAL**

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

.....  187

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

.....  188

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

.....  189

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

.....  190

\*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? .....

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**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

*(Continued)*

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

Sample

## SELLER DISCLOSURE STATEMENT

### IMPROVED PROPERTY

(Continued)

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Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

YES NO DON'T KNOW N/A

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\*G. Is there any soil or groundwater contamination? .....     202

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

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A. Presence of lead-based paint and/or lead-based paint hazards (check one below):  
 Known lead-based paint and/or lead-based paint hazards are present in the housing  
(explain). \_\_\_\_\_

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

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

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#### 9. MANUFACTURED AND MOBILE HOMES

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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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**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

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**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

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**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.

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SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**  
*(Continued)*

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Buyer

Date

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Buyer

Date

Sample

**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**

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 a 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.

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

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

**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.

YES	NO	DONT KNOW	N/A
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**1. TITLE**

A. Do you have legal authority to sell the property? If no, please explain. ....     40

\*B. Is title to the property subject to any of the following? 41

(1) First right of refusal .....     42

(2) Option .....     43

(3) Lease or rental agreement .....     44

(4) Life estate? .....     45

\*C. Are there any encroachments, boundary agreements, or boundary disputes? .....     46

\*D. Is there a private road or easement agreement for access to the property? .....     47

\*E. Are there any rights-of-way, easements, or access limitations that affect the Buyer's use of  
the property? .....     48

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**  
(Continued)

	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? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52
*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"/>	53
*H. Are there any pending or existing assessments against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55 56
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
*K. Are there any covenants, conditions, or restrictions recorded against title to the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	58
<b>PLEASE NOTE:</b> Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					59 60 61 62

## 2. WATER

A. Household Water	63
(1) Does the property have potable water supply? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 64
(2) If yes, the source of water for the property is: <input type="checkbox"/> Private or publicly owned water system <input type="checkbox"/> Private well serving only the property * <input type="checkbox"/> Other water system	66 67
*If shared, are there any written agreements? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 68
(3) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 69 70
(4) Are there any problems or repairs needed? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 71
(5) Is there a connection or hook-up charge payable before the property can be connected to the water main? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 72 73
(6) Have you obtained a certificate of water availability from the water purveyor serving the property? (If yes, please attach a copy.) .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 74 75
(7) Is there a water right permit, certificate, or claim associated with household water supply for the property? (If yes, please attach a copy.) .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 76 77
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 78 79
(b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 80 81
(c) If no or don't know, is the water withdrawn from the water source less than 5,000 gallons a day? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 82 83
(8) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 84
B. Irrigation Water	85
(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.) .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 86 87
(a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 88 89
(b) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 90 91

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**  
(Continued)

\*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....     94

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

\_\_\_\_\_

C. Outdoor Sprinkler System 97

(1) Is there an outdoor sprinkler system for the property? .....     98

\*(2) If yes, are there any defects in the system? .....     99

(3) If yes, is the sprinkler system connected to irrigation water? .....     100

**3. SEWER/SEPTIC SYSTEM** 101

A. The property is served by: 102

Public sewer system 103

On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 104

Other disposal system 105

Please describe: \_\_\_\_\_ 106

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? .....     107

C. If the property is connected to an on-site sewage system: 109

(1) Was a permit issued for its construction? .....     110

(2) Was it approved by the local health department or district following its construction? .....     111

(3) Is the septic system a pressurized system? .....     112

(4) Is the septic system a gravity system? .....     113

(5) Have there been any changes or repairs to the on-site sewage system? .....     114

(6) Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....     115

If no, please explain: \_\_\_\_\_ 116

(7) Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....     118

\_\_\_\_\_ 119

**4. ELECTRICAL/GAS** 120

A. Is the property served by natural gas? .....     121

B. Is there a connection charge for gas? .....     122

C. Is the property served by electricity? .....     123

D. Is there a connection charge for electricity? .....     124

\*E. Are there any electrical problems on the property? .....     125

**5. FLOODING** 126

A. Is the property located in a government designated flood zone or floodplain? .....     127

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**  
(Continued)

YES	NO	DON'T KNOW	N/A	128
				129

**6. SOIL STABILITY**

\*A. Are there any settlement, earth movement, slides, or similar soil problems on the property? .....     130

**7. ENVIRONMENTAL**

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....     132  
133

\*B. Does any part of the property contain fill dirt, waste, or other fill material? .....     134

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....     135  
136

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....     137

\*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? .....     138  
139  
140

\*F. Has the property been used for commercial or industrial purposes? .....     141

\*G. Is there any soil or groundwater contamination? .....     142

\*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? .....     143  
144

\*I. Has the property been used as a legal or illegal dumping site? .....     145

\*J. Has the property been used as an illegal drug manufacturing site? .....     146

\*K. Are there any radio towers that cause interference with cellular telephone reception? .....     147

**8. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

A. Is there a homeowners' association? .....     149

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: \_\_\_\_\_

B. Are there regular periodic assessments? .....     153

\$ \_\_\_\_\_ per  month  year 154

Other: \_\_\_\_\_ 155

\*C. Are there any pending special assessments? .....     156

\*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)? .....     157  
158  
159

**9. OTHER FACTS**

\*A. Are there any disagreements, disputes, encroachments, or legal actions concerning the property? .....     160  
161

\*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? .....     162  
163

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**  
(Continued)

	YES	NO	DON'T KNOW	N/A	164
					165
*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
D. Do you have a forest management plan? If yes, attach. ....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
*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"/>	168
If the answer to E is "yes," what is the status or outcome of those applications?					169
					170
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"/>	171
					172
<b>10. FULL DISCLOSURE BY SELLERS</b>					173
A. Other conditions or defects: *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"/>	174
					175
					176
B. Verification The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					177
					178
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					181

\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_ 182  
\_\_\_\_\_  
183

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). 184  
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<b>II. NOTICES TO THE BUYER</b>	211	
<b>1. SEX OFFENDER REGISTRATION</b>	212	
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.	213 214 215	
<b>2. PROXIMITY TO FARMING/WORKING FOREST</b>	216	
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM <u>OR WORKING FOREST</u> . THE OPERATION OF A FARM <u>OR WORKING FOREST</u> INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES <u>OR FOREST PRACTICES</u> , WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	217 218 219	
<b>3. OIL TANK INSURANCE</b>	220 221	
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES <u>AN OIL TANK FOR HEATING PURPOSES</u> , NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	222 223	
<b>III. BUYER'S ACKNOWLEDGEMENT</b>	224 225	
<b>1. BUYER HEREBY ACKNOWLEDGES THAT:</b>	226	
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.	227 228	
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.	229 230	
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.	231 232	
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	233	
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).	234 235 236	
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.	237 238 239	
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.	240 241	
Buyer _____ Date _____	Buyer _____ Date _____	242 243 244
<b>2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER</b>	245 246	
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.	247	
Buyer _____ Date _____	Buyer _____ Date _____	248 249 250
<b>3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT</b>	251 252	
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right.		
SELLER'S INITIALS _____ Date _____	SELLER'S INITIALS _____ Date _____	

**SELLER DISCLOSURE STATEMENT  
UNIMPROVED PROPERTY**  
*(Continued)*

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.

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Buyer

Date

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Buyer

Date

Sample

**MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

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

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

3. **Seller:** \_\_\_\_\_ Seller \_\_\_\_\_ Seller \_\_\_\_\_

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

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

5. **Included Items:**  stoves/ranges;  refrigerators;  washers;  dryers;  dishwashers;  hot tubs;  wood stoves;  fireplace inserts;  satellite dishes;  security systems;  attached television(s);  attached speaker(s);  microwaves;  generator;  other \_\_\_\_\_

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

7. **Earnest Money:** \$ \_\_\_\_\_  Check;  Note;  Other \_\_\_\_\_ (held by  Selling 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:** Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties

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

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Seller's Address \_\_\_\_\_

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

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

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

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

Buyer's E-mail Address \_\_\_\_\_

Seller's E-mail Address \_\_\_\_\_

Selling Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

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

Selling 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. \_\_\_\_\_

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

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

Selling Broker's E-mail Address \_\_\_\_\_

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

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

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

## MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

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

**b. Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

**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; 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 Included Items are leased or encumbered, Seller shall acquire clear title before Closing.

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

**e. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with

## MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company 61  
shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary 62  
commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and 63  
Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be 64  
made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, 65  
unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described 66  
in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance 67  
or damages as a consequence of Seller's inability to provide insurable title. 68

**f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 69  
on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, 70  
the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 71  
the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale 72  
proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on 73  
the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. 74  
Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled 75  
to provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to 76  
plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a 77  
system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of 78  
Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. If 79  
possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental 80  
Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or 81  
alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure 82  
appropriate hazard and liability insurance policies are in place, as applicable. Seller shall not enter into or modify 83  
existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases 84  
in the ordinary course of Seller's business), service contracts, or other agreements affecting the Property which have 85  
terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 86

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 87  
monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy 88  
the residence following the sale. This requirement may be applicable to the Property. RCW 43.44.110 requires the 89  
seller of a dwelling unit, that does not have at least one smoke detection device, to provide at least one smoke detection 90  
device in the unit before the buyer or any other person occupies the unit following a sale. The parties acknowledge that 91  
the Brokers are not responsible for ensuring that Seller complies with RCW 19.27.530 or RCW 43.44.110. Buyer and 92  
Seller shall hold the Brokers and their Firms harmless from any claim resulting from Seller's failure to install a carbon 93  
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 escrow 102  
fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable 103  
homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, 104  
appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on 105  
encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money 106  
due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written 107  
statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall 108  
pay all utility charges, including unbilled charges. At Closing, security, cleaning, and any other unearned deposits or other 109  
reserves, shall be assigned or delivered to Buyer. Rents collected from each tenant after Closing shall be applied first to 110  
rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of 111  
Seller for delinquent rentals owed for a period prior to Closing. The amounts applied for the benefit of Seller shall be turned 112  
over by Buyer to Seller promptly after receipt. Unless waived in Specific Term No. 12, Seller and Buyer request the services 113  
of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller 114  
shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS 115  
Form 22K Identification of Utilities or equivalent). 116

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 117  
other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 118  
are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 119  
as agreed in Specific Term No. 13. 120

## MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

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

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

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

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

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

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

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

**o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

- 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.
- Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

**p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

**q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until This offer must be accepted by 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyer the other party, by Selling Broker the other

## MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

party's broker, or at the licensed office of Selling Broker the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

**r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

**s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

**t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling 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 Selling 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 Selling 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."

**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 Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling 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 Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

**v. Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

**w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing 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.

**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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects 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, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

**y. Books, Records, Leases, Agreements.** Seller shall make available for inspection by Buyer and its agents as soon as possible but no later than ten (10) days after mutual acceptance of this Agreement all documents available to Seller relating to the ownership, operation, renovation or development of the Property, including without limitation: statements for real estate taxes, assessments, and utilities; property management agreements, service contracts, and agreements with professionals or consultants entered into by the Seller or any predecessor in title to the Seller; leases of personal property or fixtures; leases or other agreements relating to occupancy of all or a portion of the Property and a schedule of tenants, rents, and deposits; plans, specifications, permits, applications, drawings, surveys, studies and maintenance records; and

## MULTI-FAMILY REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

accounting records and audit reports. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within ten (10) days of either receipt of the above documents or the date that the above documents are due, whichever is earlier, then it shall be conclusively deemed that Buyer is satisfied with them. If Buyer does so give notice, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing.

Sample

**RESIDENTIAL REAL ESTATE 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;  Other \_\_\_\_\_ (held by  Selling 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: Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties

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

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address \_\_\_\_\_

Seller's Address \_\_\_\_\_

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

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

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

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

Buyer's E-mail Address \_\_\_\_\_

Seller's E-mail Address \_\_\_\_\_

Selling Firm \_\_\_\_\_ MLS Office No. \_\_\_\_\_

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

Selling 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. \_\_\_\_\_

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

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

Selling Broker's E-mail Address \_\_\_\_\_

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

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

Selling Broker DOL License No.

Selling Firm DOL License No.

Listing Broker DOL License No.

Listing Firm DOL License No.

Sample

Buyer's Initials      Date

Buyer's Initials      Date

Seller's Initials      Date

Seller's Initials      Date

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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; 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.

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.

e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title 60  
Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with 61  
homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company 62  
shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary 63  
commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and 64  
Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be 65  
made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, 66  
unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described 67  
in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance 68  
or damages as a consequence of Seller's inability to provide insurable title. 69

**f. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 70  
on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, 71  
the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when 72  
the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale 73  
proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on 74  
the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. 75  
Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled 76  
to provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to 77  
plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a 78  
system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of 79  
Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller 80  
shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the 81  
Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be 82  
unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A 83  
(Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After 84  
Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies 85  
to assure appropriate hazard and liability insurance policies are in place, as applicable. 86

RCW 19.27.530 requires the seller of any owner-occupied single-family residence to equip the residence with a carbon 87  
monoxide alarm(s) in accordance with the state building code before a buyer or any other person may legally occupy 88  
the residence following the sale. RCW 43.44.110 requires the seller of a dwelling unit, that does not have at least one 89  
smoke detection device, to provide at least one smoke detection device in the unit before the buyer or any other person 90  
occupies the unit following a sale. The parties acknowledge that the Brokers are not responsible for ensuring that Seller 91  
complies with RCW 19.27.530 or RCW 43.44.110. Buyer and Seller shall hold the Brokers and their Firms harmless 92  
from any claim resulting from Seller's failure to install a carbon monoxide alarm(s) or smoke detector(s) in the Property. 93

**g. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 94  
like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the 95  
cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and 96  
costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating 97  
party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a 98  
Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 99  
purposes of completing a reverse exchange. 100

**h. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the 101  
escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, 102  
and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, 103  
including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any 104  
payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such 105  
delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, 106  
prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides 107  
such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in 108  
Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy 109  
unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities 110  
providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or 111  
equivalent).

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 112  
other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 113  
are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 114  
as agreed in Specific Term No. 13. 115

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

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

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

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

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

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

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

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

**o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

**i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

**ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

**p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party

## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

q. **Offer.** ~~Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until This offer must be accepted by~~ 9:00 p.m. on the Offer Expiration Date ~~to accept this offer~~, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by ~~Buyer the other party~~, by ~~Selling Broker the other party's broker~~, or at the licensed office of ~~Selling Broker the other party's broker pursuant to General Term k~~. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

r. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

s. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

t. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling 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 Selling 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 Selling 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."

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 Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling 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 Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.

v. **Cancellation Rights/Lead-Based Paint.** If a residential dwelling was built on the Property prior to 1978, and Buyer receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter.

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing 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.

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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects 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, 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

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## RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

### GENERAL TERMS

*Continued*

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 \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ ("Seller") 3  
concerning \_\_\_\_\_ (the "Property"). 4  
Buyer \_\_\_\_\_  
Seller \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_

### 1. LOAN APPLICATION/WAIVER OF CONTINGENCY. 5

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 \_\_\_\_\_ 6  
(the "Financing Contingency"). Buyer shall pay  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase 7  
Price down, in addition to the Loans. Buyer shall make application for the Loans to pay the balance of the 8  
Purchase Price and pay the application fee, if required, for the subject Property within \_\_\_\_\_ days (5 9  
days if not filled in) after mutual acceptance of this Agreement. For the purposes of this Addendum, 10  
"application" means the submission of Buyer's financial information for the purposes of obtaining an extension 11  
of credit including Buyer's name, income, social security number (if required), the Property address, purchase 12  
price, and the loan amount. 13  
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b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within 15  
the agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes 16  
the lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then 17  
the Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 18  
Paragraph 1(b) also constitutes waiver of Paragraph 7 (Appraisal Less Than Sales Price). For purposes of 19  
this Addendum, "lender" means either the party to whom the application was submitted or the party funding 20  
the loan. 21

### 2. LOAN INFORMATION. 23

a. **Seller's Request for Loan Information.** At any time \_\_\_\_\_ days (10 days if not filled in) after mutual 24  
acceptance, Seller may give, once, a notice requesting information related to the status of Buyer's loan 25  
application ("Request for Loan Information"). NWMLS Form 22AL may be used for this notice. 26

b. **Buyer's Loan Information Notice.** Within \_\_\_\_\_ days (3 days if not filled in) of receiving Seller's Request 27  
for Loan Information, Buyer shall give notice of the status of Buyer's loan application ("Loan Information 28  
Notice"). Buyer's notice shall be on NWMLS Form 22AP and shall include the date of application, the name 29  
of lender, a list of the information that Buyer has provided to lender, and a warranty that Buyer has provided 30  
all information requested by lender. 31

c. **Failure to Provide Loan Information Notice.** If Buyer fails to timely give to Seller a completed Loan 32  
Information Notice, Seller may give the Right to Terminate Notice described in Paragraph 3 (Seller's Right to 33  
Terminate) at any time after the date that the Loan Information Notice is due. 34

### 3. SELLER'S RIGHT TO TERMINATE. 35

a. **Right to Terminate Notice.** At any time \_\_\_\_\_ days (30 days if not filled in) after mutual acceptance, 36  
Seller may give notice that Seller may terminate the Agreement at any time 3 days after delivery of that notice 37  
(the "Right to Terminate Notice"). NWMLS Form 22AR may be used for this notice. 38

b. **Termination Notice.** If Buyer has not previously waived the Financing Contingency, Seller may give notice of 39  
termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right 40  
to Terminate Notice. If Seller gives the Termination Notice before Buyer has waived the Financing 41  
Contingency, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. NWMLS Form 42  
22AR shall be used for this notice. If not waived, the Financing Contingency shall survive the Closing Date. 43

c. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 3  will; 44  
or  will not (will, if not filled in) constitute waiver of Paragraph 7 (Appraisal Less Than Sales Price). 45

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

**4. LOAN COST PROVISIONS.** Seller shall pay up to  \$ \_\_\_\_\_; or  \_\_\_\_\_ % of the Purchase Price (\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 4 is insufficient to pay for those costs. If checked,  Buyer shall pay Buyer's share of the escrow fee for the VA loan (note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount of the loan).

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

**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.

**7. APPRAISAL LESS THAN SALE PRICE.**

- Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 7.
- Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of:
  - A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not to accept a reappraisal or reconsideration of value;
  - Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.);
  - Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or
  - Seller's rejection of Buyer's notice of low appraisal.

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

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

**FINANCING ADDENDUM TO  
PURCHASE & SALE AGREEMENT**

*Continued*

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

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

8. **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, Paragraph 7 above shall apply.

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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.

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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.

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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

## APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

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

### APPRAISAL LESS THAN SALE PRICE. 5

**1. Notice of Low Appraisal.** If the appraised value of the Property (as determined by a licensed appraiser) is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of the appraisal, give notice of low appraisal, which includes a copy of the appraisal. 6  
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**2. Seller Response to Notice of Low Appraisal.** Seller shall, within 10 days after receipt of notice of low appraisal, give notice of: 9  
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- (a) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser, acceptable to Buyer, in an amount not less than the Purchase Price; 11  
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- (b) Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal; 13  
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- (c) Seller's proposal to reduce the Purchase Price to an amount more than the appraised value and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to close the sale; or 15  
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- (d) Seller's rejection of Buyer's notice of low appraisal. 18

If Seller timely delivers consent to reduce the Purchase Price to an amount not more than the amount specified in Buyer's appraisal, then Buyer shall be bound by Seller's response. 19  
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**3. Buyer's Reply.** 21

- (a) Buyer shall have 3 days from Seller's notice of reappraisal or reconsideration of value, Seller's notice of rejection of low appraisal or, if Seller fails to respond, the day Seller's response period ends, whichever is earlier, to (i) waive the appraisal contingency or (ii) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 22  
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- (b) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall have 3 days to (i) accept and represent that Buyer has sufficient funds to close the sale in accordance with this provision; or (ii) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 26  
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Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. 29  
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**4. Closing Date.** The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 31

**5. Waiver.** This appraisal contingency shall be deemed waived unless Buyer gives notice of low appraisal to Seller within \_\_\_\_\_ days (20 days if not filled in) of mutual acceptance of this Agreement. 32  
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**6. Inspection.** If Buyer disclosed that Buyer is obtaining a loan, 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.

**INCREASED DOWN PAYMENT  
FOR LOW APPRAISAL  
ADDENDUM TO PURCHASE & 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").

This Increased Down Payment for Low Appraisal Addendum modifies the Financing Addendum (Form 22A) as follows: 5

1. **ADDITIONAL DOWN PAYMENT.** If Buyer's lender's appraised value of the Property is less than the Purchase 6  
Price, Buyer shall pay additional funds up to \$ \_\_\_\_\_ ("Buyer's Additional Funds") towards 7  
Buyer's down payment to close the sale. Buyer represents that Buyer has sufficient funds to close this sale in 8  
accordance with this Addendum. 9
2. **BUYER'S NOTICE TO SELLER.** If Buyer becomes aware that the sum of (a) lender's appraised value and (b) 10  
Buyer's Additional Funds is less than the Purchase Price, Buyer shall deliver written notice to Seller of that fact, 11  
including a copy of the lender's appraisal, within \_\_\_\_\_ days (3 days if not filled in). 12
3. **SELLER RIGHT TO REDUCE PRICE OR TERMINATE.** If Seller receives the above notice from Buyer, Seller 13  
may deliver notice to Buyer within \_\_\_\_\_ days (3 days if not filled in): (a) reducing the Purchase Price to an 14  
amount equal to lender's appraised value plus Buyer's Additional Funds, or (b) terminating the Agreement, in which 15  
case the Earnest Money shall be refunded to Buyer. If Buyer waives the Financing Contingency in the Financing 16  
Addendum (Form 22A), Buyer shall be obligated to purchase the Property for the Purchase Price and Seller shall 17  
not have the right to terminate the Agreement under this Paragraph 3. 18
4. **FINANCING ADDENDUM.** This Addendum replaces the "Appraisal Less Than Sale Price" provision in the 19  
Financing Addendum (Form 22A). 20
5. **OTHER.** 21  
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**NOTICE FOR INCREASED DOWN PAYMENT  
FOR LOW APPRAISAL ADDENDUM**

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

**BUYER'S NOTICE:**

Buyer gives notice that the sum of (a) lender's 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.

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

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

**SELLER'S RESPONSE:**

**CONSENT TO REDUCTION IN PURCHASE PRICE.** Seller consents to reduce the Purchase Price to \$ \_\_\_\_\_ (an amount equal to lender's 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.

**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.

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

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

## NOTICE OF LOW APPRAISAL

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").

### BUYER'S NOTICE OF LOW APPRAISAL:

Buyer gives notice that Buyer's lender's appraised value of the Property is less than the Purchase Price. A copy of lender's appraisal is attached to this notice.

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

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

### SELLER'S RESPONSE:

**NOTICE OF REAPPRAISAL/RECONSIDERATION OF VALUE.** Seller gives notice that a reappraisal or reconsideration of value has been completed in an amount not less than the Purchase Price. Buyer shall promptly seek lender's approval of the reappraisal/reconsideration of value.

**CONSENT TO REDUCTION IN PURCHASE PRICE.** Seller consents to reduce the Purchase Price to \$ \_\_\_\_\_ (an amount not more than the amount specified in the appraisal or reappraisal by the original appraiser, or an appraisal by another appraiser acceptable to Buyer's lender, whichever is higher).<sup>\*</sup>

\_\_\_\_\_  
\* A consent to the reduction in Purchase Price is not a notice and must be signed by each Seller.

**PROPOSAL TO REDUCE PURCHASE PRICE.** Seller proposes to reduce the Purchase Price to \$ \_\_\_\_\_ (an amount more than the appraised value of the Property).<sup>\*</sup>

\_\_\_\_\_  
\* A proposal to reduce the Purchase Price is not a notice and must be signed by each Seller.

**NOTICE OF REJECTION OF LOW APPRAISAL.** Seller gives notice that Seller rejects Buyer's notice of low appraisal and (1) will not cause a reappraisal or reconsideration of value to be completed; (2) does not consent to a reduction of the Purchase Price; and (3) does not propose to reduce the Purchase Price.

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

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

### BUYER'S REPLY:

**NOTICE OF TERMINATION.** Buyer gives notice that Buyer elects to terminate this Agreement. The Earnest Money shall be refunded to Buyer.

**NOTICE OF WAIVER OF FINANCING CONTINGENCY.** Buyer waives the financing contingency in the Financing Addendum (Form 22A).

**ACCEPTANCE OF REDUCED PURCHASE PRICE.** Buyer accepts Seller's proposal to reduce the Purchase Price to an amount more than the appraised value of the Property pursuant to Paragraph 7(b)(iii) in the Financing Addendum (Form 22A). Buyer represents that Buyer has sufficient funds to close the sale under these terms.<sup>\*</sup>

\_\_\_\_\_  
\* Buyer's acceptance of Seller's proposal to reduce the purchase price is not a notice and must be signed by each Buyer.

## NOTICE OF LOW APPRAISAL

Continued

**BUYER'S OPTION – FHA/VA/USDA.** Seller consented to reduce the Purchase Price to an amount not more than the appraised value of the Property pursuant to Paragraph 7(b)(ii) in the Financing Addendum (Form 22A). Buyer is obtaining FHA, VA, or USDA financing and gives notice that Buyer will close at the reduced price. \*Buyer's notice that Buyer will close at the reduced price is not a notice and must be signed by each Buyer.

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Buyer

Date

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Buyer

Date

Sample

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

**PAYMENT TERMS SELLER FINANCING ADDENDUM  
TO PURCHASE AND SALE AGREEMENT**

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

**1. GENERAL TERMS** 5

A. **Limited Use.** Buyer represents that the Property  will;  will not (will, if not filled in) be used for a residential dwelling. If the Property will be used for a residential dwelling, this Addendum may only be used if: 6  
i. Seller is a natural person (and not a loan originator), estate or trust; 8  
ii. Seller has not financed the sale of another property within the past 12 months; 9  
iii. Seller did not construct or act as a contractor for the construction of a residence on the Property in the ordinary course of Seller's business; 10  
iv. The repayment schedule does not result in a negative amortization; 12  
v. The financing has a fixed rate of interest or an adjustable rate of interest that is adjustable after five or more years, subject to reasonable annual and lifetime limitations on interest rate increases; and 13  
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vi.B. W15  
**Washington State DFI Waiver.** If the Property is used for a residential dwelling, Seller shall obtains a waiver from the Washington State Department of Financial Institutions ("DFI") under RCW 31.04.025(3). If Seller does not give notice to Buyer that Seller has obtained the DFI waiver within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance, Buyer may terminate the Agreement at any time prior to Seller giving such notice. If Buyer terminates under this Paragraph, the Earnest Money shall be refunded to Buyer. 16  
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B.C. L19  
**Limited Practice Board Forms.** The current version of any Limited Practice Board ("LPB") form referenced below shall be attached to this Agreement as a blank form. 20  
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C.D. A23  
**Attorney Review.** Buyer and Seller are advised to seek the counsel of an attorney to review the terms of this Agreement and this Agreement is conditioned upon review and approval by counsel for Buyer and Seller. Unless a party gives written notice of disapproval of this Agreement within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 24  
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D. A29  
**Attorney Review of Non-Standard Provisions.** If Buyer and Seller agree to financing terms that differ from the terms in this Addendum or an attached LPB form, including, but not limited to making interlineations or otherwise modifying or supplementing any pre-printed terms in this Addendum or attachments thereto, the parties shall have this Agreement reviewed by legal counsel. If Buyer and Seller do not give notice of approval of this Agreement by their counsel within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 30  
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E. Prior Indebtedness and Security. Seller understands that Seller's security interest in the Property may be inferior to a third party's interest in the Property, such as a prior lender. 32  
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34

E.

**2. PAYMENTS TO SELLER AND METHOD OF PAYMENT**

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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**PAYMENT TERMS SELLER FINANCING ADDENDUM****TO PURCHASE AND SALE AGREEMENT***Continued***2. Down Payment. DOWN PAYMENT AND INTEREST RATE**

A. Buyer shall pay a down payment, including Earnest Money, which shall be applied to the Purchase Price at Closing as follows:

Earnest Money: \$      + Additional Money Down: \$      = Total Down Payment \$

of \$ \_\_\_\_\_, which shall be applied to the Purchase Price.

— **Interest Rate.** The balance of the Purchase Price (the "Indebtedness") shall accrue interest at \_\_\_\_\_ % per annum. Interest will begin to accrue on  Closing;  \_\_\_\_\_ (Closing if not checked).

—  
B.

**3. PAYMENTS TO SELLER AND METHOD OF PAYMENT**

A.C.

**Payments to Seller.** Buyer shall pay (check applicable box):

- i.  No installment payments are required.
- ii.  Principal and interest installments of \$ \_\_\_\_\_.
- iii.  Interest only payments on the outstanding principal balance.

The installment payments, if any, shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, and shall continue on the \_\_\_\_\_ day of each succeeding (check applicable box):  calendar month;  third calendar month;  sixth calendar month;  twelfth calendar month;  Other: \_\_\_\_\_.

B.D.

**Promissory Note and Deed of Trust**

- i. **Security.** The Indebtedness shall be evidenced by a Promissory Note and a  first;  second;  third (first, if not filled in) Deed of Trust, as set forth below.
- ii. **Promissory Note.** Buyer agrees to sign at Closing LPB Form 28A (Promissory Note).
- iii. **Deed of Trust.** Buyer agrees to sign at Closing the following selected form (check applicable box):
  - a.  LPB Form 22 (Deed of Trust) securing the Property; or
  - b.  LPB Form 22A (Deed of Trust with Due on Sale and Due Date) securing the Property. The parties shall initial the Due on Sale clause, which provides: "The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law."
- iv. **Due Date.** The balance of principal and accrued interest shall be due and payable in full on \_\_\_\_\_ day of \_\_\_\_\_.
- v. **Default and Default Interest.** During any period of Buyer's default, the principal shall bear interest at the rate of \_\_\_\_\_ % per annum (18% if not filled in) or the maximum rate allowed by law, whichever is less. A late charge of \$ \_\_\_\_\_ or \_\_\_\_\_ % of any installment payment (5% of the payment if neither is filled in) shall be added to any payment more than \_\_\_\_\_ days late (15 days if not filled in). If Buyer has not cured any default within \_\_\_\_\_ (30 days if not filled in) after written notice, Seller may declare all outstanding sums immediately due and payable.

**PAYMENT TERMS SELLER FINANCING ADDENDUM  
TO PURCHASE AND SALE AGREEMENT**

*Continued*

vi. **Prepayment.** Buyer may prepay all or part of the balance owed under this Agreement at any time without penalty.

vii.  **No Further Encumbrances.** Buyer shall not further encumber the Property until Seller has released Seller's security interest in the Property. If selected, the Deed of Trust shall include the following provision:

As an express condition of Beneficiary making the loan secured by this Deed of Trust, Grantor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Deed of Trust. Encumbrance of the property contrary to the provisions of this provision shall constitute a default and Beneficiary may, at Beneficiary's option, declare the entire balance of principal and interest immediately due and payable, whether the same be created by Grantor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

C.E.

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**Real Estate Contract**

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Note: If the Property is primarily for agricultural purposes, then a non-judicial foreclosure/forfeiture remedy is available only by using a real estate contract.

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i. **Real Estate Contract.** The parties agree to sign LPB Form 44 (Real Estate Contract). The parties agree to initial and make applicable the following Optional Provisions in LPB Form 44 if the corresponding box is checked:

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a.  Substitution and Security on Personal Property

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b.  Alterations

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c.  Due on Sale

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d.  Pre-Payment Penalties on Prior Encumbrances

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e.  Periodic Payments on Taxes and Insurance (The payments during the current year shall be

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\$ \_\_\_\_\_ per \_\_\_\_\_ )

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ii.  **Cash Out.** The entire balance of principal and interest shall be due and payable in full not later than

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\_\_\_\_\_ :

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**4.3. ASSUMED UNDERLYING OBLIGATIONS AND METHOD OF PAYMENT**

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A.  **Assumed Obligations.** Buyer shall assume the following obligations \$ \_\_\_\_\_.

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B. **Consent of Holder of Underlying Obligation.** If there is an existing Deed of Trust, Real Estate Contract or other encumbrance which is to remain unpaid after Closing and its terms require the holder's consent to this sale, Buyer agrees to promptly apply for such consent upon mutual acceptance of this Agreement. This Agreement is subject to the written consent of the holder of the underlying obligation within \_\_\_\_\_ days (15 days if not filled in) of mutual acceptance. If the holder's written consent to this Agreement is not obtained by such date, this Agreement shall terminate, and the Earnest Money shall be refunded to Buyer.

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C.  **Seller Wrap of Existing Loan.**

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**Payments.** From the payments by Buyer to Seller, Seller will pay the monthly payments of \$ \_\_\_\_\_ due on an existing loan by \_\_\_\_\_ (the lender)

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

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**PAYMENT TERMS SELLER FINANCING ADDENDUM****TO PURCHASE AND SALE AGREEMENT***Continued*

having an approximate present principal balance of \$ \_\_\_\_\_ with interest at \_\_\_\_\_ % per annum computed on the unpaid principal and secured by the Property. Such balance remains the obligation of the Seller and Seller agrees to pay such obligation in accordance with its terms and conditions. Buyer shall have the right to remedy any default on the underlying obligation, provided Buyer is not in default to Seller, and all sums so paid shall be credited to Buyer's payments to Seller.

**D.  Cash Down to Existing Loan.**

i. **Type of Loan.** Buyer agrees to assume, at Closing, an existing  Deed of Trust;  Mortgage;  Real Estate Contract securing the Property and to pay the balance of the Purchase Price in cash, including Earnest Money, at Closing. The assumed loan  is;  is not an Adjustable Rate Mortgage ("ARM"). The monthly payments could increase or decrease if the assumed loan is an ARM.

ii. **Loan Amount and Payments.** The assumed loan has a principal balance of approximately 111  
 \$ \_\_\_\_\_ and is payable in monthly installments of approximately 112  
 \$ \_\_\_\_\_ including interest at \_\_\_\_\_ % per annum computed on the declining 113  
 principal balance, and including  real estate taxes;  hazard insurance. Seller shall pay any 114  
 delinquencies at Closing. 115

iii.  **Seller Warranty – Loan is Assumable.** Seller warrants that the assumed loan is assumable provided 116  
 that Buyer complies with and agrees to abide by any requirements or conditions imposed by the holder of 117  
 the assumed loan. 118

iv.  **Buyer Review Period.** This Agreement is conditioned upon Buyer's review of the assumed loan. 119  
 Unless Buyer gives written notice to Seller of Buyer's disapproval of the assumed loan within 120  
 days (5 days if not filled in) of mutual acceptance, this contingency shall be deemed satisfied (waived). 121

v.  **Seller Review Period.** Seller understands that when a loan is "assumed," Seller may remain liable to 122  
 pay the holder of the assumed loan if the Buyer fails to do so. This Agreement is conditioned upon 123  
 Seller's review of the terms of the assumed loan. Unless Seller gives written notice to Buyer of Seller's 124  
 disapproval of the terms of the assumed loan within 125 days (5 days if not filled in) of mutual 125  
 acceptance, this contingency shall be deemed satisfied (waived). 126

**5.4. OTHER TERMS (Check all that apply).****A.  Payments to Collection Account.**

i. **Collection Account.** Buyer's payments to or on behalf of Seller shall be made to a contract collection 129  
 account at \_\_\_\_\_ (the "Collection Account"), 130  
 to be established and paid for by Buyer and Seller equally; or  to be established and paid for as 131  
 follows: \_\_\_\_\_ (established and paid for equally if not filled in). 132  
 Closing Agent  may;  may not (may if not checked) collect Collection Account set-up fees and annual 133  
 escrow fees at Closing. 134

ii.  **Escrow.** The Collection Account shall also serve as escrow for a request for reconveyance or 135  
 fulfillment deed (as applicable), which shall be fully executed by Seller at Closing and held by the 136  
 Collection Account pending payment of funds as provided for herein and shall be released to Buyer when 137  
 full payment of funds due and owing have been received by the Collection Account. 138

iii.  **Taxes and Insurance.** In addition to payments for the principal and interest, additional amounts 139  
 determined by the Collection Account holder shall be paid by Buyer and applied to  real property taxes; 140  
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**PAYMENT TERMS SELLER FINANCING ADDENDUM****TO PURCHASE AND SALE AGREEMENT***Continued*

insurance, which amounts may change due to adjustments in taxes and insurance premiums. Closing Agent  may;  may not (may if not checked) collect the initial deposit for taxes and insurance at Closing.

B.  **Seller's Review of Buyer's Finances Contingency.** This Agreement is conditioned upon Seller's review and approval, in Seller's sole discretion, of (i)  Buyer's credit report and score; (ii)  Buyer's income tax returns for the prior \_\_\_\_\_ years (3 years if not filled in); (iii)  verification of Buyer's employment from Buyer's employer; and (iv)  other \_\_\_\_\_. Buyer will provide Seller with all applicable information including a credit report and score (if applicable) within \_\_\_\_\_ days (5 days if not filled in) of mutual acceptance. Unless Seller gives written notice to Buyer of Seller's disapproval of the applicable conditions within \_\_\_\_\_ days (2 days if not filled in) of the date the information is due, this contingency shall be deemed satisfied (waived).

C.  **Title Insurance.** Buyer shall pay the cost of a lender's standard title insurance policy insuring Seller's security interest and shall pay for an extended lender's title insurance policy if the cost of such extended policy does not exceed the cost of a standard policy by more than ten percent (10%).

Sample

## 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 Selling 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  
prior to not later than the Possession Date. Any personal property remaining on the Property thereafter shall 26  
become 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 a: 28  
  - public water main;  public sewer main;  septic tank;  well (specify type) \_\_\_\_\_; 29
  - irrigation water (specify provider) \_\_\_\_\_;  natural gas;  telephone; 30
  - cable;  electricity;  other \_\_\_\_\_ . 31
6.  **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 32  
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 33  
Buyer the information below in writing as soon as available: 34  

WALL INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 35  
CEILING INSULATION: TYPE: \_\_\_\_\_ THICKNESS: \_\_\_\_\_ R-VALUE: \_\_\_\_\_ 36  
OTHER INSULATION DATA: \_\_\_\_\_ 37
7.  **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 38  
items of personal property that are included with the sale:  propane tank;  security system;  satellite 39  
dish and operating equipment;  other \_\_\_\_\_ . 40

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

*Continued*

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;
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
- c. Association meeting minutes from the prior two (2) years;
- d. Association Board of Directors meeting minutes from the prior six (6) months; and
- e. Association financial statements from the prior two (2) years and current operating budget.

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

**9.  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):

**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: \_\_\_\_\_
- b. Seller shall pay up to \$ \_\_\_\_\_ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
- c. Options to be included: \_\_\_\_\_  
\_\_\_\_\_  
(none, if not filled in).
- d. Other: \_\_\_\_\_.

**12.  Other.**

## FIRPTA CERTIFICATION

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

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

### SELLER CERTIFICATION. Seller hereby certifies the following:

#### PROPERTY. I am the Seller of real property at:

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
or  (if no street address) legally described on the attached.

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

#### TAXPAYER I.D. NUMBER.

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

#### ADDRESS.

My home address is \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

### BUYER CERTIFICATION (Only applicable if Seller is a non-resident alien).

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

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

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

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

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

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

## EVIDENCE OF FUNDS 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. DEFINITIONS. 5

- a. "Evidence" means document(s) from a financial institution(s) in the United States showing that Buyer has sufficient cash or cash equivalent in United States funds. 6  
7
- b. "Non-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no contingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form 8  
9  
22B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent). 10
- c. "Contingent Funds" means funds that Buyer does not currently have, but expects to receive from another source prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of other property or stock, retirement funds, foreign funds, a gift, or future earnings. 11  
12  
13

c. 14  
2.  **EVIDENCE OF NON-CONTINGENT FUNDS.** Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within \_\_\_\_\_ days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 15  
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3.  **DISCLOSURE OF SOURCES OF CONTINGENT FUNDS.** Buyer is relying on the following Contingent Funds for the Purchase Price: 23  
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- Loan: \_\_\_\_\_ 25
- Sale of the following owned by Buyer: \_\_\_\_\_ 26
- Gift of \$ \_\_\_\_\_ from \_\_\_\_\_ 27
- Funds not readily convertible to liquid United States funds (describe): \_\_\_\_\_ 28
- Other (describe): \_\_\_\_\_ 29  
30

Buyer shall provide Evidence to Seller \_\_\_\_\_ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 31  
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If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed.

RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT

SPECIFIC TERMS

Continued

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

Sample

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

**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

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 \_\_\_\_\_ 4

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

WATER DISTRICT:

Name \_\_\_\_\_ e-mail or website (optional) 8

Address \_\_\_\_\_ 9

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 10

SEWER DISTRICT:

Name \_\_\_\_\_ e-mail or website (optional) 11

Address \_\_\_\_\_ 12

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 13

IRRIGATION DISTRICT:

Name \_\_\_\_\_ e-mail or website (optional) 14

Address \_\_\_\_\_ 15

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 16

GARBAGE:

Name \_\_\_\_\_ e-mail or website (optional) 17

Address \_\_\_\_\_ 18

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 19

ELECTRICITY:

Name \_\_\_\_\_ e-mail or website (optional) 20

Address \_\_\_\_\_ 21

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 22

GAS:

Name \_\_\_\_\_ e-mail or website (optional) 23

Address \_\_\_\_\_ 24

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 25

SPECIAL DISTRICT(S):  
(local improvement districts or  
utility local improvement districts)

Name \_\_\_\_\_ e-mail or website (optional) 26

Address \_\_\_\_\_ 27

City, State, Zip \_\_\_\_\_ Fax. No. (optional) 28

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) within \_\_\_\_\_ 29  
days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing  
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property  
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and  
addresses of the utility providers identified by Seller. 30  
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Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges  
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or  
to insure payment of, Seller's utility charges. 34  
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## LAND AND ACREAGE ADDENDUM

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

**1. BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. **BUYER ACKNOWLEDGES:** 5

- a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property. 7
- b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Broker nor the Selling Broker shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems. 10
- c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment. 15
- d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by qualified professionals ~~for certified by the Department of Ecology for items such as organic and inorganic materials, including, but not limited to~~ bacteria ~~and nitrates, coliform, lead, arsenic, nitrates, and uranium.~~ and a generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times. 20
- e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future. 25
- f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation. 30
- g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If there is an on-site sewage system on the Property ~~and the system~~ that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A purge test consists of introducing water into the system to determine whether the system is functioning properly. 32
- h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred. 37
- i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should use due diligence to investigate such agreements. 39
- h.j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 41

## LAND AND ACREAGE ADDENDUM

Continued

### 2. CONTINGENCIES:

a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. The work to be performed shall be timely ordered by the party responsible for payment, except for the Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 44  
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b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within the applicable contingency period, then the respective contingency shall be deemed waived. 48  
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c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 52  
53  
54

Paid by Buyer	Paid by Seller	Contingency period (10 days if not filled in)
<input type="checkbox"/>	<input type="checkbox"/>	i. <b>Survey.</b> Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available. _____ days 57 58 59 60
<input type="checkbox"/>	<input type="checkbox"/>	ii. <b>Perc Test.</b> Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility. _____ days 61 62 63 64 65 66 67 68
<input type="checkbox"/>	<input type="checkbox"/>	iii. <b>On-Site Sewage System.</b> The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the system unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. _____ days 69 70 71 72 73 74 75 76 77 78 79
		<del>The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning. The system to be pumped and inspected by a qualified professional to determine that the system is readily accepting effluent and the system has no apparent defects. (If VA Financing is used, Lender may require certification of system.) properly.</del> 80 81 82 83 84
		<del>Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.</del> 85 86 87 88
<input type="checkbox"/>	<input type="checkbox"/>	iv. <b>Water Quality.</b> Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water _____ days 89 90

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

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

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

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

## LAND AND ACREAGE ADDENDUM

*Continued*

quality tests to be performed by a qualified professional.

Water quality and/or purity tests  shall;  shall not be submitted to a private lab for further evaluation.

**v. Water Quantity.** Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of \_\_\_\_\_ g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional. \_\_\_\_\_ days

**vi. Timber.** Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion. \_\_\_\_\_ days

Sample

## LAND AND ACREAGE ADDENDUM

Continued

### 3. ADDITIONAL PROVISIONS (check as applicable)

**Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property.

This feasibility study contingency shall conclusively be deemed waived unless within \_\_\_\_\_ (10 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer.

**Irrigation and Water** Seller warrants represents that there are \_\_\_\_\_ shares of \_\_\_\_\_ irrigation/frost water rights and \_\_\_\_\_ shares of \_\_\_\_\_ frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties should consult with an attorney to facilitate the transfer of any water rights.

**Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder.

**Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or before \_\_\_\_\_. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date.

**Crops.** Unless otherwise agreed in writing Seller has the right to harvest all growing crops in the ordinary course of business until the possession date.

**Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement:  portable buildings;  sheds and other outbuildings;  game feeders;  livestock feeders and troughs;  irrigation equipment;  fuel tanks;  submersible pumps;  pressure tanks;  corrals and pens;  gates and fences;  chutes;  other: \_\_\_\_\_.

The value assigned to the personal property included in the sale shall be \$ \_\_\_\_\_. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

**CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption will be shall be completed at prior to the Closing Date closing and must be approved by Farm Service Agency of the USDA or applicable government agency prior to Closing. Any applicable Conservation Reserve Program payments shall be prorated as of Closing.

Seller shall deliver to Buyer all documents related to such programs within \_\_\_\_\_ (10 days if not filled in) after mutual acceptance.

This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within \_\_\_\_\_ days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**4. DOCUMENT REVIEW PERIOD.** If this box is checked, Seller shall deliver to Buyer a copy of the following

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

## LAND AND ACREAGE ADDENDUM

*Continued*

documents within \_\_\_\_\_ (20 days if not filled in) of mutual acceptance:

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within \_\_\_\_\_ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document 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.

**5. ADDITIONAL INSPECTIONS.** If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional \_\_\_\_\_ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement.

### 6. TAX DESIGNATION.

- a. **Classification of Property.** Seller represents that the Property is classified as  open space  farm and agricultural  timberland under Chapter 84.34 RCW.
- b. **Removal from Classification.** Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by  Seller  Buyer  both Seller and Buyer in equal shares (Seller if no box is checked).
- c. **Notice of Classification Continuance.** In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

**7. ON-SITE SEWAGE SYSTEM - MAINTENANCE RECORDS.** ~~If there is an on-site sewage system on the Property, Seller shall deliver to Buyer the maintenance records, if available, of the on-site sewage system serving the Property within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance.~~

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**MANUFACTURED HOME ADDENDUM**  
**(Title To Be Eliminated)**

The following is part of the Purchase and Sale Agreement (Form 21) dated \_\_\_\_\_ 1  
(the "Agreement") between \_\_\_\_\_ Buyer \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ Seller \_\_\_\_\_ ("Seller") 3  
concerning \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (the "Property"). 4

**1. Property Description.** Manufacturer: \_\_\_\_\_ 5  
Serial VIN No.: \_\_\_\_\_ 6  
Year: \_\_\_\_\_ 7

**2.  Title Elimination.** Title Elimination. The certificate of ownership ("Title") to the manufactured home on the 8  
Property shall be eliminated as provided for in Washington Administrative Code Section 308-56A-505 prior 9  
to Closing. Seller shall, at Seller's expense, make a good faith effort to eliminate Title and provide notice to 10  
Buyer thereof no less than within \_\_\_\_\_ days (28 days, if not filled in) of mutual acceptance. If Seller 11  
does not provide timely notice \_\_\_\_\_ days (5 days, if not filled in) before Closing. If Seller fails to timely 12  
eliminate title and give notice thereof that Title has been eliminated, then this Agreement shall terminate 13  
and the Earnest Money shall be refunded to Buyer. 14

**No Title Elimination.** No Title Elimination. The certificate of ownership ("Title") to the manufactured home on the Property will 15  
not be eliminated prior to Closing. The manufactured home shall be transferred as personal property 16  
pursuant to Washington Administrative Code Section 308-56A-525. 17

**2.** \_\_\_\_\_ 18  
\_\_\_\_\_ 19

**3. Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes, 20  
including manufactured homes with title eliminated, are subject to regulation by the Washington State 21  
Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including 22  
regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in 23  
addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum 24  
(NWMLS Form 35), Buyer shall have \_\_\_\_\_ days (40-20 days, if not filled in) from mutual acceptance to 24  
inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or 25  
before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's 26  
notice, Seller shall have \_\_\_\_\_ (15 days, if not filled in) to give notice that Seller has remedied the 27  
deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 28

**4. Conflicts Between Addendum and Agreement.** To the extent of any conflicts or inconsistencies between the 29  
Agreement and this Addendum, the terms of this Addendum shall control. 30

Buyer	Date	Seller	Date
Buyer	Date	Seller	Date

## WELL 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").

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

**1. 4. Number of Connections.** Seller represents that the well currently has \_\_\_\_\_ 7  
connection(s). 8

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

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

**4. 4. Well Inspection Contingency.** The Agreement is conditioned on Buyer's approval of an inspection of the 21  
well and water supply system serving the Property. Buyer is advised to conduct all inspections necessary or 22  
reasonable to ensure that the well and water supply is satisfactory to Buyer. Such inspection(s) may include 23  
testing of flow rate; purity standards (organic and inorganic); verification that the source is adequate and that the 24  
system meets federal, state and/or local standards as well as any other matter of concern to Buyer. Any 25  
inspection shall be (a) ordered by Buyer; (b) performed by a qualified inspector of Buyer's choice; and (c) 26  
completed at Buyer's expense. Buyer shall have the right to attend the inspection. This contingency shall be 27  
waived unless Buyer gives written notice of disapproval of the inspection report within \_\_\_\_\_ days (10 days if 28  
not filled in) after mutual acceptance of the Agreement or within the time period for Buyer's general inspection 29  
contingency, whichever is later. If Buyer gives timely written notice of disapproval, the Agreement shall terminate 30  
and the Earnest Money shall be refunded to Buyer. 31

**5. Local Requirements.** Buyer acknowledges that water supply requirements and water use limits vary by city, 31  
county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and 32  
water use limits for the Property. 33

**6. 5. Other.** 34

## 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  
6  
7

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 19  
OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within 20  
\_\_\_\_\_ days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if 21  
necessary, pumped within \_\_\_\_\_ months (12 months if not filled in) of mutual acceptance by an OSS 22  
service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller 23  
shall have no obligation to inspect and pump the system unless otherwise required by 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 approval of the inspection report from 28  
the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of 29  
the inspection report within \_\_\_\_\_ days (5 days if not filled in) after receipt of the inspection report. If 30  
Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded 31  
to Buyer. 32
7. **Other.** 33  
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35  
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**KING COUNTY SEPTIC ADDENDUM TO  
PURCHASE AND SALE AGREEMENT**

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

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

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

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

THIS ADDENDUM SUPERCEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY. 5  
6

1. **Type of OSS.** The Property is: 7  
 Served by a private septic system 8  
 Served by a shared septic system 9  
 Not served by an approved public or private sewer system (if checked, only Paragraph 5 applies) 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. **King County Board of Health Code ("Health Code").** 14  
a. **Health Code.** Seller will retain a licensed on-site system maintainer ("OSM") to prepare a monitoring and 15  
performance inspection report of the OSS ("Operation and Maintenance Report") and to complete the other 16  
requirements of Health Code § 13.60.030. As soon as the OSM completes the requirements of Health Code § 17  
13.60.030, Seller shall deliver to Buyer a copy of the Operation and Maintenance Report and a copy of the 18  
maintenance records for the OSS, if available. 19
- b. **Operation and Maintenance Report Contingency.** Buyer's obligations under this Agreement are contingent 20  
on Buyer's approval of the Operation and Maintenance Report. This contingency shall be deemed waived 21  
unless Buyer gives notice of disapproval of the Operation and Maintenance Report within \_\_\_\_\_ days 22  
(5 days if not filled in) after receipt of the Operation and Maintenance Report. If Buyer gives timely notice of 23  
disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 24
- c. **On-Site Sewage System Operation and Maintenance Requirements.** Seller shall deliver to Buyer a 25  
Seller's Notice of On-Site Sewage System Operation and Maintenance Requirements, which shall be 26  
recorded before Closing. Buyer shall deliver to Seller on or before Closing a Buyer's Declaration of Receipt of 27  
Copy of Notice of On-Site Sewage System Operation and Maintenance Requirements. In addition, Buyer 28  
shall pay the Operation and Maintenance Program Fee, as set forth in the applicable fee schedule. 29
4.  **Inspection and Pumping Contingency.** If checked, Seller shall have the OSS inspected and, if the inspector 30  
determines necessary, pumped by an OSS service company at Seller's expense. Seller shall provide 31  
Buyer with a copy of the inspection report within \_\_\_\_\_ days (15 days if not filled in) of mutual 32  
acceptance. If Seller had the OSS inspected and, if necessary, pumped within \_\_\_\_\_ months (642 33  
months if not filled in) of mutual acceptance by an OSS service company and Seller provides Buyer with 34  
written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump 35  
the system unless otherwise required by Buyer's lender. 36  
This Agreement is conditioned on Buyer's approval of the inspection report from the OSS service company. 37  
This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report 38  
within \_\_\_\_\_ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely 39  
notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 40
- Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer 41  
shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and 42  
time of the inspection. 43

**Advisory Notice Regarding Pumping.** The OSS should not be pumped before the Operation and Maintenance 44  
Report is performed by the OSM as required by Health Code § 13.60.030. The Operation and Maintenance 45  
Report requires that the system be observed before it is pumped. 46

5. **Other.** 47  
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THURSTON COUNTY SEPTIC ADDENDUM TO  
PURCHASE AND SALE AGREEMENT

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

THIS ADDENDUM SUPERCEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING 5  
TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY. 6

1. **Type of OSS.** The Property is: 7  
 Served by a private septic system 8  
 Served by a shared septic system 9
2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property 10  
(a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any 11  
applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 12
3. **Maintenance Records.** Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving 13  
the Property within \_\_\_\_\_ days (10 days if not filled in) of mutual acceptance. 14
4. **Thurston County Sanitary Code.** 15  
a. **Sanitary Code.** Seller shall retain an OSS Professional certified by Thurston County to inspect the OSS as 16  
required by Thurston County Public Health and Social Service Department Sanitary Code Article IV ("Sanitary 17  
Code") § 16.8, who shall prepare an inspection report ("Inspection Report"). 18
- b. **Inspection.** The inspection of the OSS shall include (i) an evaluation of all OSS components serving the 19  
Property; (ii) pumping of all sewage tanks, unless the sewage tanks were pumped and inspected within 12 20  
months prior to the date the property transfer application was submitted by Seller as required by Thurston 21  
County, a pumping inspection report was submitted by Seller as required by Thurston County, and all 22  
components are functioning properly at the time of the OSS evaluation; and (iii) be conducted by a certified 23  
monitoring specialist (as defined in Sanitary Code § 23.8.3) for any OSS type listed under Sanitary Code § 24  
16.6. 25
- c. **Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, 26  
Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the 27  
date and time of the inspection. 28
- c. **Inspection Report.** Seller shall provide Buyer with a copy of the Inspection Report and Time of Transfer 29  
Evaluation Report within \_\_\_\_\_ days (10-20 days if not filled in) of mutual acceptance. The Inspection Report 30  
shall (i) be signed by the OSS Professional who conducted the inspection; (ii) be submitted on a form 31  
approved by Thurston County; (iii) include a sketch of the OSS on a form approved by Thurston County (only 32  
if as-built or record drawings are not on file with Thurston County); and (iv) be filed with Thurston County, ~~and~~ 33  
~~(v) be provided to Buyer.~~ The Inspection Report and Time of Transfer Evaluation Report shall be valid for 12 34  
months unless any condition reported in the report or sketch is known by Seller or the OSS Professional to 35  
have materially changed. 36
5. **Inspection Contingency.** Buyer's obligations under this Agreement are contingent on Buyer's approval of the 37  
Inspection Report and Time of Transfer Evaluation Report. This contingency shall be deemed waived unless 38  
Buyer gives notice of disapproval of the Inspection Report or Time of Transfer Evaluation Report within 39  
days (5-3 days if not filled in) after receipt of the Inspection Report both reports. If Buyer gives timely notice of 40  
disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 41
6. **Other.** 42

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
(HOME ON LEASED LAND)**

1. Date: \_\_\_\_\_ MLS No.: \_\_\_\_\_ Offer Expiration Date: \_\_\_\_\_  
2. Buyer: \_\_\_\_\_  
Buyer \_\_\_\_\_ Status \_\_\_\_\_  
3. Seller: \_\_\_\_\_  
Seller \_\_\_\_\_  
4. Manufactured Home: Manufacturer: \_\_\_\_\_ Serial No.: \_\_\_\_\_  
Year: \_\_\_\_\_ Space No.: \_\_\_\_\_ Tax Parcel No(s): \_\_\_\_\_

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

Base Lease Terms: (check only one)  lease  month to month Monthly Rent: \$ \_\_\_\_\_

The Manufactured Home together with the Lease/Rental Agreement are referred to as the "Property."

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

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

7. **Earnest Money:** \$ \_\_\_\_\_  Check;  Note;  Other \_\_\_\_\_ (held by  Selling Firm;  Closing Agent)

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

9. **Closing Agent:** \_\_\_\_\_  
Company \_\_\_\_\_ Individual (optional) \_\_\_\_\_

10. **Closing Date:** \_\_\_\_\_; **Possession Date:**  on Closing;  Other \_\_\_\_\_

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

12. **Buyer Review of Rules/Regulations:**  Waived;  Contingent on Buyer's disapproval \_\_\_\_\_ days after receipt of mobile home park rules and regulations

13. **Lease/Rental Agreement Contingency:** Contingent on Buyer's disapproval \_\_\_\_\_ days after mutual acceptance

14. **Approval of Buyer:** Contingent on mobile home park's approval of Buyers within \_\_\_\_\_ days after mutual acceptance

15. **Agency Disclosure:** Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties

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

Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Address		Seller's Address	
City, State, Zip		City, State, Zip	
Phone No.	Fax No.	Phone No.	Fax No.
Buyer's E-mail Address		Seller's E-mail Address	
Selling Firm		MLS Office No.	
Selling Broker (Print)		MLS LAG No.	
Firm Phone No.	Broker Phone No.	Firm Fax No.	Fax No.
Selling Firm Document E-mail Address		Listing Firm Document E-mail Address	
Selling Broker's E-mail Address		Listing Broker's E-mail Address	
Selling Broker DOL License No.		Listing Broker DOL License No.	
Selling Firm DOL License No.		Listing Firm DOL License No.	

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
(HOME ON LEASED LAND)**

*Continued*

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

**b. Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

**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; 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.

**d. Condition of Title to Manufactured Home.** Title to the Manufactured Home has not been eliminated and the Manufactured Home is personal property under Washington law. The Manufactured Home shall be conveyed at closing by a bill of sale in the form of LPB 30-05(i) or LPB 30-05(r), as appropriate, and shall be conveyed free and clear of any monetary obligation or security interest. If applicable, Seller shall convey the vehicle title to the Manufactured Home to Buyer.

**e. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys and garage door remotes to Buyer on the Closing Date or on the Possession Date, whichever occurs first. Buyer shall be entitled to possession at 9:00 p.m. on the

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
(HOME ON LEASED LAND)**

*Continued*

Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to plumbing, heat, electrical, and all Included Items) that becomes inoperative or malfunctions prior to Closing with a system or appliance of at least equal quality. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property and systems/appliances as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. If possession transfers at a time other than Closing, the parties shall execute NWMLS Form 65A (Rental Agreement/Occupancy Prior to Closing) or NWMLS Form 65B (Rental Agreement/Seller Occupancy After Closing) (or alternative rental agreements) and are advised of the need to contact their respective insurance companies to assure appropriate hazard and liability insurance policies are in place, as applicable.

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

**f. Closing Costs and Prorations.** Seller and Buyer shall each pay one-half of the escrow fee. Rent, and obligations pursuant to the Lease or Rental Agreement, shall be prorated as of Closing. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. If any payments are delinquent on encumbrances on the Manufactured Home which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due to, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). Seller will pay such charges that are encumbrances at the time of Closing, or that are or become due on or before Closing.

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

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

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

**i. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
(HOME ON LEASED LAND)**

*Continued*

specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050 or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. Time is of the essence of this Agreement.

**j. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and 112  
supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall 113  
be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in 114  
electronic form has the same legal effect and validity as a handwritten signature. 115

**k. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 116  
unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 117  
Buyer on the first page of this Agreement. 118

**l. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 119  
provision, as identified in Specific Term No. 8, shall apply: 120

**i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the 121  
Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure. 122

**ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 123  
as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 124  
damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 125  
any other rights or remedies available at law or equity. 126

**m. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a 127  
certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 128  
such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 129  
holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 130  
fees and expenses. 131

**n. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until This 132  
offer must be accepted by 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. 133  
Acceptance shall not be effective until a signed copy is received by Buyer the other party, by Selling Broker the other 134  
party's broker, or at the licensed office of Selling Broker the other party pursuant to General Term h. If this offer is not so 135  
accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 136

**o. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 137  
Seller's name, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 138  
9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not 139  
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 140  
other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest 141  
Money shall be refunded to Buyer. 142

**p. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer 143  
shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner 144  
withdrawn. 145

**q. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and 146  
Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing 147  
Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) 148  
represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons 149  
affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager 150  
(if any), and Managing Broker (if any) representing both parties as a dual agent. If Selling Broker and Listing Broker are 151  
the same person representing both parties as dual agents then both Buyer and Seller confirm their consent to that 152  
person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties 153  
as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 154

**r. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to 155  
which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 156  
specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from 157  
more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their 158  
funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 159  
directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 160

**MANUFACTURED HOME PURCHASE & SALE AGREEMENT  
(HOME ON LEASED LAND)**

*Continued*

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

**s. Cancellation Rights/Lead-Based Paint.** If the Manufactured Home was built 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.

**t. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing 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.

**u. 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 have 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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects 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, 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.

**v. Park Rules and Regulations Contingency.** Unless waived in Specific Term No. 12, this Agreement is contingent on Buyer's review of any applicable mobile home park rules and regulations, if any, which Seller shall provide to Buyer within 3 days of mutual acceptance. Buyer's approval shall be conclusively deemed given unless Buyer gives notice of disapproval by the date specified in Specific Term No. 12.

**w. Assumption of Lease/Rental Agreement Contingency.** This Agreement is contingent on Buyer's ability to assume the Lease/Rental Agreement for the Property on which the Manufactured Home is located on terms acceptable to Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 13 that Buyer is unable or unwilling to assume the Lease/Rental Agreement. Upon Closing, Buyer shall assume the Lease/Rental Agreement for the Property.

**x. Approval of Buyer.** This Agreement is contingent on the mobile home park's approval of Buyer. This contingency shall be conclusively deemed waived unless Buyer gives notice by the date specified in Specific Term No. 14 that the mobile home park disapproved of Buyer.

**y. Department of Labor and Industries Compliance Inspection.** Buyer is advised that manufactured homes are subject to regulation by the Washington State Department of Labor and Industries ("L&I"). L&I imposes special regulations on manufactured homes, including regulations pertaining to the permitting and inspection of alterations to manufactured homes. Accordingly, in addition to any inspection rights Buyer may have pursuant to this Agreement, including the Inspection Addendum (NWMLS Form 35), Buyer shall have 10 days to inspect the manufactured home on the Property for the purposes of compliance with L&I regulations. On or before the end of this inspection period, Buyer may give notice of any L&I compliance deficiencies. Upon Buyer's notice, Seller shall have 15 days to give notice that Seller has remedied the deficiencies or this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

**VACANT LAND PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

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

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

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

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

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

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

6. Earnest Money: \$ \_\_\_\_\_  Check;  Note;  Other \_\_\_\_\_ (held by  Selling Firm;  Closing Agent)

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

8. Title Insurance Company: \_\_\_\_\_

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

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

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

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

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

14. Subdivision: The Property:  must be subdivided before \_\_\_\_\_;  is not required to be subdivided

15. Feasibility Contingency Expiration Date:  \_\_\_\_\_ days after mutual acceptance;  Other \_\_\_\_\_

16. Agency Disclosure: Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties

17. Addenda: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Buyer's Address		Seller's Address	
City, State, Zip		City, State, Zip	
Phone No.	Fax No.	Phone No.	Fax No.
Buyer's E-mail Address		Seller's E-mail Address	
Selling Firm		MLS Office No.	
Selling Broker (Print)		MLS LAG No.	
Firm Phone No.	Broker Phone No.	Firm Fax No.	Fax No.
Selling Firm Document E-mail Address		Listing Firm Document E-mail Address	
Selling Broker's E-mail Address		Listing Broker's E-mail Address	
Selling Broker DOL License No.		Listing Broker DOL License No.	
Selling Firm DOL License No.		Listing Firm DOL License No.	

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

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

**b. Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

**c. 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. If the Property has been short platted, the Short Plat number is in the Legal Description.

**d. Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

e. **Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is entitled to provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 61  
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f. **Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 71  
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g. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 78  
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Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12. 90  
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h. **Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale. 94  
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i. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 99  
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j. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 104  
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Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 112  
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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

**k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 119  
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**l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature. 131  
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**m. 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. 135  
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**n. 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. 7, shall apply: 138  
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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. 140  
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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. 142  
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**o. 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. 146  
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**p. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have until This offer must be accepted by 9:00 p.m. on the Offer Expiration Date to accept this offer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Buyerthe other party, by Selling Brokerthe other party's broker, or at the licensed office of Selling Brokerthe other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 151  
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**q. 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 j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 156  
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**r. 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. 162  
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**s. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling 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 Selling 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 Selling 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." 166  
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**VACANT LAND PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to 174 which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as 175 specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from 176 more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their 177 funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) 178 directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to 179 court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries 180 under this Agreement. 181

u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date 182 identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the 183 future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, 184 Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in 185 which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums 186 applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or 187 restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, 188 wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or 189 impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building 190 permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. 191 Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time 192 during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer 193 may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 194 Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be 195 responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does 196 not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 197 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If 198 Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid 199 costs. 200

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's 201 intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 202

v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the 203 Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the 204 date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and 205 the Earnest Money shall be refunded to Buyer. 206

w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided 207 from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice 208 identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under 209 this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 210

x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations 211 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 212 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 213 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 214 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 215 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 216 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 217 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 218 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the 219 expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to 220 inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective 221 materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful 222 inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is 223 advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, 224 earthquake, landslide, and other available coverage. **Buyer acknowledges that local ordinances may restrict short term 225 rentals of the Property.** Brokers may assist the parties with locating and selecting third party service providers, such as 226 inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third 227 parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 228

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
SPECIFIC TERMS**

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

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

3. **Seller:** \_\_\_\_\_ Seller \_\_\_\_\_

4. **Property:** Tax Parcel No(s).: \_\_\_\_\_ Unit No.: \_\_\_\_\_

Residential Condominium: \_\_\_\_\_ Parking No.: \_\_\_\_\_ : Storage No.: \_\_\_\_\_

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

Declaration Recording No.: \_\_\_\_\_ ;  Declaration Recording No. attached as Exhibit A

Declaration Recording No. Not Available, attach NWMLS Form 29

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

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

7. **Earnest Money:** \$ \_\_\_\_\_  Check;  Note;  Other \_\_\_\_\_ (held by  Selling 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. **New Construction or Conversion:**  is (attach NWMLS Form 29);  is not

16. **Public Offering Statement or Resale Certificate** (whichever is applicable):  received \_\_\_\_\_;  deliver to Buyer \_\_\_\_\_ days after mutual acceptance.

17. **Condominium Assessment:** \$ \_\_\_\_\_ per month and Deposit equal to \_\_\_\_\_ month's assessment at Closing

18. **Agency Disclosure:** Selling Broker represents:  Buyer;  Seller;  both parties;  neither party  
Listing Broker represents:  Seller;  both parties

19. **Addenda:** \_\_\_\_\_  
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\_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Signature \_\_\_\_\_ Date \_\_\_\_\_ Seller's Signature \_\_\_\_\_ Date \_\_\_\_\_

Buyer's Address \_\_\_\_\_ Seller's Address \_\_\_\_\_

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

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

Buyer's E-mail Address \_\_\_\_\_ Seller's E-mail Address \_\_\_\_\_

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

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

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

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

Selling Broker's E-mail Address \_\_\_\_\_ Listing Broker's E-mail Address \_\_\_\_\_

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

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling 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 Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling 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 Selling 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. Selling 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 Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, 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 Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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; 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.

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.

e. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of Homeowner's Policy of Title Insurance for One-to-Four Family Residence, from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. If the Title Insurance Company selected by the parties will not issue a Homeowner's Policy for the Property, the parties agree that the Title Insurance Company shall instead issue the then-current ALTA standard form Owner's Policy, together with homeowner's additional protection and inflation protection endorsements, if available. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be

issued, shall contain no exceptions other than the General Exclusions and Exceptions in the Policy and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as

Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

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

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

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

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

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

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

**j. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

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

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

**I. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.

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

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

**o. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 8, shall apply:

**i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.

**ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

**p. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.

**q. Offer.** Buyer shall purchase the Property under the terms and conditions of this Agreement. Seller shall have This offer must be accepted by until 9:00 p.m. on the Offer Expiration Date to accept this offer, 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 this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

**r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by Seller the other party, by Listing Broker the other party's

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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

broker, or at the licensed office of Listing Brokerthe other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

**s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.

**t. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling 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 Selling 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 Selling 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." 179  
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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 Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling 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 Selling 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. 196  
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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. 196  
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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 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. 199  
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**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 have 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. Brokers do not have the expertise to identify or assess defective 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 materials and evaluate the condition of the Property as there may be defects that only may 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, 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. 203  
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**y. Public Offering Statement.** This paragraph only applies if a Public Offering Statement is required by RCW 64.34. If Buyer has not received a Public Offering Statement (including the Declaration, Survey Map and Plans, Association Articles of Incorporation, Association Bylaws, Association Rules and Regulations, Association Budget and Association Balance Sheet) Seller shall deliver a Public Offering Statement to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Public Offering Statement unless, within 7 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Public Offering Statement, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 222  
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**z. Resale Certificate.** This paragraph only applies if a Public Offering Statement is NOT required by RCW 64.34. If Buyer has not received a Resale Certificate, Seller shall deliver a Resale Certificate to Buyer by the date specified in Specific Term No. 16. Buyer shall be conclusively deemed to have approved the Resale Certificate unless, within 5 days following receipt, Buyer gives notice of disapproval of the same. If Buyer disapproves the Resale Certificate, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 229  
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**CONDOMINIUM PURCHASE AND SALE AGREEMENT  
GENERAL TERMS**

*Continued*

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**aa. Condominium Assessment.** The current Condominium Assessment is the amount specified in Specific Term No. 17, but is subject to change from time to time. In addition to Buyer's prorated portion of the Closing month's condominium assessment, a Deposit equal the amount specified in Specific Term No. 17 is required to be paid by Buyer at Closing.

Sample

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 \_\_\_\_\_ ("Buyer") 2  
Buyer \_\_\_\_\_  
and \_\_\_\_\_ ("Seller") 3  
Seller \_\_\_\_\_  
concerning \_\_\_\_\_ (the "Property"). 4  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

1.  a. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with 5  
inspections of the Property and the improvements on the Property. Buyer's inspections may include, at 6  
Buyer's option and without limitation, the structural, mechanical and general condition of the improvements 7  
to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous 8  
materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by Buyer or 9  
a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 10

**Sewer Inspection.** Buyer's inspection of the Property  may;  may not (may, if not checked) include an 11  
inspection of the sewer system, which may include a sewer line video inspection and assessment and may 12  
require the inspector to remove toilets or other fixtures to access the sewer line. 13

**Buyer's Obligations.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's 14  
choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on 15  
the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and 16  
selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same 17  
condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any 18  
inspection of the Property performed on Buyer's behalf. 19

**BUYER'S NOTICE.** This inspection contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless 20  
within \_\_\_\_\_ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection 21  
Period"), Buyer gives notice (1) approving the inspection and waiving this contingency; (2) disapproving the 22  
inspection and terminating the Agreement; (3) that Buyer will conduct additional inspections; or (4) proposing 23  
repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates 24  
the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or 25  
modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed 26  
after Closing, the parties shall negotiate as set forth in paragraph 1.c, below. The parties may use NWMLS Form 27  
35R to give notices required by this Addendum. 28

**ATTENTION BUYER:** If Buyer fails to give timely notice, then this inspection contingency shall be deemed 29  
waived and Seller shall not be obligated to make any repairs or modifications. Buyer shall not provide the 30  
inspection report, or portions of the report, to Seller, unless Seller requests otherwise or as required by 31  
paragraph 1.b. 32

b. **Additional Inspections.** If an inspector so recommends, Buyer may obtain further evaluation of any item 33  
by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer 34  
provides Seller a copy of the inspector's recommendation and notice that Buyer will seek additional 35  
inspections. If Buyer gives timely notice of additional inspections, Buyer shall have \_\_\_\_\_ (5 days if 36  
not filled in) after giving the notice to obtain the additional inspection(s) by a specialist. 37

c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications under 38  
paragraph 1.a. or 1.b. above, the parties shall negotiate as set forth in this paragraph. All Buyer's initial 39  
request and Seller's response and replies made in accordance with the following procedures are 40  
irrevocable for the time period provided. 41

(i) **Seller's Response to Request for Repairs or Modifications.** Seller shall have \_\_\_\_\_ days (3 42  
days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller 43  
(a) agrees to the repairs or modifications proposed by Buyer; (b) agrees to some of the repairs or 44  
modifications proposed by Buyer; (c) rejects all repairs or modifications proposed by Buyer; or (d) offers 45  
different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs 46  
or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller 47

## INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

*Continued*

does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:

**(ii) Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have \_\_\_\_\_ 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 (a) accept the Seller's response at which time this contingency shall be satisfied; (b) agree with the Seller on other remedies; or (c) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer. 48  
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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 1.c.ii. 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. 54  
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**d. 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. 59  
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**e. 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. 68  
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**f. 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). 71  
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**2.  NEIGHBORHOOD REVIEW CONTINGENCY:** 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. 76  
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**3.  PREINSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted a building, hazardous substances, building and zoning code, pest or soils/stability inspection of the Property, and closing of this Agreement is not conditioned on the results of such inspections. Buyer elects to buy the Property in its present condition and acknowledges that the decision to purchase the property was based on Buyer's prior inspection and that Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 85  
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**4.  WAIVER OF INSPECTION.** Buyer has been advised to obtain a building, hazardous substances, building and zoning code, pest or soils/stability inspection, and to condition the closing of this Agreement on the results of such inspections, but Buyer elects to waive the right and buy the Property in its present condition. Buyer acknowledges that the decision to waive Buyer's inspection options was based on Buyer's personal inspection and Buyer has not relied on representations by Seller, Listing Broker or Selling Broker. 90  
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## PRE-INSPECTION AGREEMENT

This Pre-Contract Inspection Agreement ("Agreement") is made this \_\_\_\_\_ 1  
between \_\_\_\_\_ ("Buyer") 2  
and \_\_\_\_\_ ("Seller") 3  
in anticipation of the negotiation of a purchase and sale agreement between them for the real property located at 4  
\_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ (the "Property"). 5

- 1. Pre-Contract Inspection.** Seller agrees that Buyer may inspect the Property at a mutually convenient time and date. Buyer's inspection may include, at Buyer's option, 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. The inspection must be performed by Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 6  
7
- 2. Buyer's Obligations.** All inspections are to be (a) ordered by Buyer (b) performed by an inspector 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. Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise. 11  
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- 3. 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. 18  
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- 4. 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 to in writing by Buyer and Seller. 21  
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- 5. No Further Obligation.** The parties understand that this Agreement does not obligate the Buyer or Seller to consider or enter into a purchase and sale agreement. 24  
25
- 6. Attorneys' Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to attorneys' fees and expenses. 26  
27
- 7. Indemnification.** Buyer shall indemnify, defend, and hold Seller harmless from any and all costs and claims for personal injury that arise as a result of Buyer's conducting the inspection, except insofar as any such claims arise from Seller's negligence or intentional misconduct. 28  
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Buyer's Signature	Date	Seller's Signature	Date
Buyer's Signature	Date	Seller's Signature	Date
Selling Broker	MLS LAG No.	Selling Firm	

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Selling Broker's E-mail Address

**TITLE**

*Continued*

Selling Broker's Phone Number

Sample

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

## WITHDRAWAL OF OFFER OR COUNTEROFFER

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

TO:  SELLER AND LISTING BROKER Seller and Listing Broker 5  
 Buyer and Selling Broker BUYER AND SELLING BROKER 6

The attached  offer Offer; or  counteroffer Counteroffer is withdrawn ~~AND THE EARNEST MONEY SHOULD  
BE RETURNED TO BUYER.~~ 7  
8

Seller;  Buyer Date  Seller;  Buyer Date 9

**DATED:** \_\_\_\_\_ 10

\_\_\_\_\_ 11

\_\_\_\_\_ 12

~~RECEIPT OF THE ABOVE IS ACKNOWLEDGED AT~~ \_\_\_\_\_ ON \_\_\_\_\_ 13

\_\_\_\_\_ 14

**TITLE**

*Continued*

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Sample

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

**FIRST SALE FAILURE BACK-UP ADDENDUM NOTICE**  
**TO BACK-UP BUYER**

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").

**Seller's First Sale Failure Notice**

Pursuant to Paragraph 3 of the "Back-Up" Addendum (Form 38A), Seller gives notice to Buyer that the First Sale failed to close ("First Sale Failure Notice"). This "Back-Up Agreement" is now a firm agreement for the sale of the Property. 5  
6  
7

\_\_\_\_\_  
Seller \_\_\_\_\_ Date \_\_\_\_\_ 8  
Seller \_\_\_\_\_ Date \_\_\_\_\_

**Buyer's Notice of Termination**

Pursuant to Paragraph 6 of the "Back-Up" Addendum (Form 38A), Seller has not delivered the First Sale Failure Notice and therefore, Buyer hereby gives notice that Buyer elects to terminate the Agreement.

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

## BUYER'S AGENCY AGREEMENT

This Buyer's Agency Agreement is made this \_\_\_\_\_ between 1

\_\_\_\_\_ ("Real Estate Firm" or "Firm") 2

and \_\_\_\_\_ ("Buyer"). 3  
Buyer

**1. AGENCY.** Firm appoints \_\_\_\_\_ ("Selling Broker") 4  
to represent Buyer. This Agreement creates an agency relationship with Selling Broker and any of Firm's brokers 5  
who supervise Selling Broker's performance as Buyer's agent ("Supervising Broker"). No other brokers affiliated 6  
with Firm are agents of Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on 7  
Buyer's behalf as and when needed. Buyer acknowledges receipt of the pamphlet entitled "The Law of Real 8  
Estate Agency." 9

**2. EXCLUSIVE OR NON-EXCLUSIVE.** This Agreement creates a  sole and exclusive;  non-exclusive (non- 10  
exclusive if not checked) agency relationship. 11

**3. AREA.** Selling Broker will search for real property for Buyer located in the following geographical areas: 12

\_\_\_\_\_ 13  
(unlimited if not filled in) ("Area"). 14

**4. FIRM'S LISTINGS/SELLING BROKER'S OWN LISTINGS/DUAL AGENCY.** If Selling Broker locates a property 15  
listed by one of Firm's brokers other than Selling Broker ("Listing Broker"), Buyer consents to any Supervising 16  
Broker, who also supervises Listing Broker, acting as a dual agent. Further, if Selling Broker locates a property 17  
listed by Selling Broker, Buyer consents to Selling Broker and Supervising Broker acting as dual agents. 18

**5. TERM OF AGREEMENT.** This Agreement will expire \_\_\_\_\_ (120 days from signing if not filled in) or by 19  
prior written notice by either party. Buyer shall be under no obligation to Firm except for those obligations existing 20  
at the time of termination. 21

**6. NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value 22  
of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections 23  
and investigations necessary to satisfy Buyer as to the property's suitability and value. 24

**7. INSPECTIONS RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on 25  
Buyer's inspection of the property and its improvements. Firm and Selling Broker have no expertise on these 26  
matters and Buyer is solely responsible for interviewing and selecting all inspectors. 27

**8. COMPENSATION.** Buyer shall pay Firm compensation as follows: 28

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**a. Exclusive.** If the parties agree to an exclusive relationship in Paragraph 2 above and if Buyer shall, during the 32  
course of this Agreement, purchase a property located in the Area, then Buyer shall pay to Firm the 33  
compensation provided for herein. If Buyer shall, within six (6) months after the expiration or termination of 34  
this Agreement, purchase a property located in the Area that, during the term of this Agreement was first 35  
(1) brought to the attention of Buyer by the efforts or actions of Firm, or through information secured directly 36  
or indirectly from or through Firm; or (2) a property that Buyer inquired about to Firm, then Buyer shall pay to 37  
Firm the compensation provided for herein. 38

**b. Non-Exclusive.** If the parties agree to non-exclusive relationship in Paragraph 2 above and if Buyer shall, 39  
during the course of or within six (6) months after the expiration or termination of this Agreement, purchase a 40  
property that, during the term of this Agreement, was first (1) brought to the attention of Buyer by the efforts or 41  
actions of Firm, or through information secured directly or indirectly from or through Firm; or (2) a property 42  
that Buyer inquired about to Firm, then Buyer shall pay to Firm the compensation provided for herein.

## BUYER'S AGENCY AGREEMENT

*Continued*

c. **MLS.** Firm will utilize a multiple listing service ("MLS") to locate properties and MLS rules may require the seller to compensate Firm by apportioning a commission between the Listing Firm and Firm. Firm will disclose any such commission or bonuses offered by the seller prior to preparing any offer. Buyer will be credited with any commission or bonus so payable to Firm. In the event that said commission and any bonus is less than the compensation provided in this Agreement, Buyer will pay the difference to Firm at the time of closing. In the event that said commission and any bonus is equal to or greater than the compensation provided for by this Agreement, no compensation is due to Firm herein. If any of Firm's brokers act as a dual agent, Firm shall receive the listing and selling commission paid by the seller plus any additional compensation Firm may have negotiated with the seller. All such compensation shall be credited toward the fee specified above.

**9. V.A. TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full commission being paid by the seller.

**10. NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of the proceeds from a resale of the property.

**11. ATTORNEYS' FEES.** In the event of suit concerning this Agreement, including claims pursuant to the Washington Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The venue of any suit shall be the county in which the property is located.

**12. OTHER AGREEMENTS (none if not filled in).**

Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy.

Buyer	Date	Firm (Company)	68
Buyer	Date	By: (Selling Broker)	69
Address			70
City, State, Zip			71
Phone	Fax		72
E-mail Address			73

## BUYER'S AGREEMENT NO AGENCY

This Buyer's Agreement – No Agency is made this \_\_\_\_\_ between 1

\_\_\_\_\_ ("Real Estate Firm" or "Firm") 2

and \_\_\_\_\_ ("Buyer") 3  
Buyer Buyer

1. **SELLING BROKER.** Firm appoints \_\_\_\_\_ ("Selling Broker") 4  
to provide real estate brokerage services to Buyer in accordance with the duties set forth in Section 3 of the 5  
pamphlet entitled "The Law of Real Estate Agency" (the "Pamphlet"), which Buyer acknowledges receiving. 6
2. **NO AGENCY.** Selling Broker is not an agent of Buyer as defined in the Pamphlet. 7
3. **TERM OF AGREEMENT.** This Agreement will expire \_\_\_\_\_ (120 days from signing if not filled in) or by 8  
prior written notice by either party. Buyer shall be under no obligation to Firm except for those obligations existing 9  
at the time of termination. 10
4. **NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value 11  
of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections 12  
and investigations necessary to satisfy Buyer as to the property's suitability and value. 13
5. **COMPENSATION.** Buyer shall pay Firm compensation as follows: 14  
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Firm will utilize a multiple listing service ("MLS") to locate properties and MLS rules may require the Seller to 18  
compensate Licensee by apportioning a commission between the Listing Firm and Firm. Firm will disclose any 19  
such commission or bonuses offered by the seller prior to preparing any offer. Buyer will be credited with any 20  
commission or bonus so payable to Firm. In the event that said commission and any bonus is less than the 21  
compensation provided in this Agreement, Buyer will pay the difference at the time of closing. In the event that 22  
said commission and any bonus is equal to or greater than the compensation provided for by this Agreement, no 23  
compensation is due to Firm herein. 24

If Buyer shall, during the course of or within six (6) months after the expiration or termination of this Agreement, 25  
purchase a property that, during the term of this Agreement, was (1) first brought to the attention of Buyer by the 26  
efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or (2) a 27  
property that Buyer inquired about to Firm, then Buyer shall pay to Firm the compensation provided for herein. 28

6. **VA TRANSACTIONS.** Due to VA regulations, VA financed transactions shall be conditioned upon the full 29  
commission being paid by the Seller. 30
7. **NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a 31  
"Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A 32  
"Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed 33  
Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the 34  
property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed 35  
Homeowner an interest in, or portion of the proceeds from a resale of the property. 36
8. **ATTORNEYS' FEES.** In the event of suit concerning this Agreement, including claims pursuant to the Washington 37  
Consumer Protection Act, the prevailing party is entitled to court costs and a reasonable attorney's fee. The 38  
venue of any suit shall be the county in which the property is located. 39

BUYER: \_\_\_\_\_ BUYER: \_\_\_\_\_

**BUYER'S AGREEMENT  
NO AGENCY**  
*Continued*

<b>9. OTHER AGREEMENTS (none if not filled in).</b>	40
	41
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Buyer has read and approves this Agreement and hereby acknowledges receipt of a copy. 44

Buyer	Date	45
Buyer	Date	46
Address		47
City, State, Zip		48
Phone	Fax	49
E-mail Address		50

Sample

**RENTAL AGREEMENT**  
Buyer Occupancy Prior to Closing

Notice: There are many risks associated with giving a buyer the right to occupy a property prior to closing. Seller should consult with an attorney before entering into an agreement that provides a buyer with occupancy prior to closing.

Date: \_\_\_\_\_ 1

Tenant(s) \_\_\_\_\_ 2  
Buyer/Tenant

Buyer/Tenant

agree(s) to rent from Landlord \_\_\_\_\_ 3  
Seller/Landlord

Seller/Landlord

the property commonly known as \_\_\_\_\_ 4  
Address \_\_\_\_\_ City \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

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

**1. RENT.** The rent shall be \$ \_\_\_\_\_ per \_\_\_\_\_. Landlord acknowledges receipt of rent in the amount of \$ \_\_\_\_\_ for the period of \_\_\_\_\_. Future rents shall be payable as follows: 6  
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**1.** Rent shall be payable to \_\_\_\_\_ 9  
at \_\_\_\_\_ 10

Tenant is entitled to possession on \_\_\_\_\_ 11

**2. TERM AND TERMINATION.** This Agreement shall terminate on \_\_\_\_\_. If Tenant purchases the Property from Landlord, then this Agreement shall terminate on closing of the sale. At the time of closing, advance rent paid to Landlord shall be pro-rated on a daily basis, and Tenant shall be credited with any unused portion thereof. If this Agreement is terminated prior to the termination date set forth in this paragraph, then any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other damages sustained by Landlord because of such holdover. 17  
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**3. INSURANCE.** Landlord agrees to keep the Property insured against fire and other normal casualties. All proceeds of any such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on the Property which belongs to Tenant. Tenant is advised that 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. 19  
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**4. UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of this Agreement. 24  
25

**5. IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations in the Property, including painting, during the term of this Agreement without the written permission of Landlord. In the event this Agreement terminates for any reason other than Tenant's purchase of the Property, Tenant will return the Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 26  
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**6. LANDLORD - TENANT ACT.** This Agreement is subject to the provisions of the Residential Landlord - Tenant Act, RCW 59.18 and the Unlawful Detainer Statute, RCW 59.12. If Tenant and Landlord have entered into a purchase and sale agreement for the purchase of the Property, then a default under that purchase and sale agreement shall constitute a default under this Agreement, and Landlord shall be entitled to all remedies provided for in the Residential Landlord-Tenant Act, RCW 59.18, including but not limited to the exercise of all eviction proceedings authorized by RCW 59.12. 30  
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**7. SUBLetting OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under this Agreement. 36  
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**8. CITY OF SEATTLE RENTAL AGREEMENT REGULATION ORDINANCE.** If the Property is located within the 38

City of Seattle then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt of a copy of the summary.

**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. 39 40 41

**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. 42 43 44

**11. SMOKE DETECTOR.** Tenant acknowledges and Lesser 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), Lesser Landlord makes the following disclosures: 45 46 47 48 49

(a) The smoke detection device is  hard-wired  battery operated. 50  
(b) The Building  does  does not have a fire sprinkler system. 51  
(c) The Building  does  does not have a fire alarm system. 52  
(d)  The building has a smoking policy, as follows: 53

\_\_\_\_\_ 54  
\_\_\_\_\_ 55

The building does not have a smoking policy 56  
(e)  The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 57 58  
 The building does not have an emergency notification plan for occupants. 59  
(f)  The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 60 61  
 The building does not have an emergency relocation plan for occupants. 62  
(g)  The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 63 64  
 The building does not have an emergency evacuation plan for occupants. 65

Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 66

**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. 67 68 69

**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 or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 70 71 72 73

**14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 74 75

**15. OTHER.**

Landlord \_\_\_\_\_ Date \_\_\_\_\_  
Landlord \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
Tenant \_\_\_\_\_ Date \_\_\_\_\_

**RENTAL AGREEMENT**  
Seller 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

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

**1. RENT.** The rent shall be \$ \_\_\_\_\_ per \_\_\_\_\_. Landlord acknowledges receipt of rent in the amount of 6  
\$ \_\_\_\_\_ for the period of \_\_\_\_\_. Future rent shall be payable as follows: 7  
\_\_\_\_\_ 8

**1.** Rent shall be payable to \_\_\_\_\_ 9  
at \_\_\_\_\_ 10

**2. POSSESSION.** Tenant is entitled to possession on the closing of the sale. If the sale does not close, then this 11  
Agreement is void. 12

**3. TERM.** This Agreement shall terminate on \_\_\_\_\_. Upon termination, any advance rent shall be 13  
pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 14  
Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 15  
damages sustained by Landlord because of such holdover. 16

**4. INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 17  
such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 18  
the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 19  
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 20  
personal property. 21

**5. UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 22  
Agreement. 23

**6. IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 24  
painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 25  
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 26

**7. SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 27  
this Agreement. 28

**8. CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 29  
then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 30  
of a copy of the summary. 31

**9. RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 32  
with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 33  
any and all claims arising under this Agreement. 34

**10. ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 35  
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 Lesser\_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), Lesser\_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:

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- 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 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 1

and \_\_\_\_\_ ("Lessor"), 2

for the "Property" commonly known as \_\_\_\_\_ ("Tenant") 3

for the "Property" commonly known as \_\_\_\_\_, 4

Address \_\_\_\_\_ . 5

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. 6

### 1. TERM OF AGREEMENT (check one). 7

a.  **Lease.** This Agreement is for a term of \_\_\_\_\_ commencing on 8  
\_\_\_\_\_. This Agreement shall end at midnight on \_\_\_\_\_. 9  
Tenant must vacate the Property and surrender possession on the last day of the term. If 10  
Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent 11  
and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior 12  
to the expiration of the term, the security deposit shall be forfeited and Tenant shall be 13  
obligated for the rent payments for the remainder of the term, or until the Property has been 14  
re-rented whichever is less. 15

b.  **Month-To-Month.** This Agreement is for a month-to-month tenancy commencing on 16  
\_\_\_\_\_. Lessor or Tenant may terminate this Agreement upon written notice at 17  
least 20 days prior to the end of each monthly rental period. If any such notice is not received 18  
at least 20 days in advance, then it shall not be effective until the end of the following monthly 19  
rental period. 20

2. **POSSESSION.** Tenant's right to possession of the Property begins at the commencement of the 21  
term indicated above. If, through no fault of Lessor or Listing Firm, Lessor cannot deliver 22  
possession of the Property to Tenant on the date indicated above, Lessor shall not be liable to 23  
Tenant for damages. 24

3. **RENT.** Tenant shall pay rent as follows: 25

a. **Amount and Due Date.** The rent is \$\_\_\_\_\_ per month, payable in advance and 26  
due on or before the  first day;  \_\_\_\_\_ day of each month commencing on the first 27  
month of the term. Each monthly rental period shall begin on the day rent is due. 28

b. **Payments.** Rent shall be paid to (check one):  Listing Firm at the address below;  Lessor 29  
at the address below; or  \_\_\_\_\_ . 30

c. **First Month's Rent.** Lessor acknowledges receipt of \$\_\_\_\_\_ as the first and 31  
\_\_\_\_\_ month's rent. If Lessor collects last month's rent, it can only be applied to the 32  
final month of the term and is not applicable to any other month of the Agreement. 33

d.  **Pro-Rated Rent.** Pro-rated rent from \_\_\_\_\_ to \_\_\_\_\_ is 34  
\$\_\_\_\_\_ and payable on \_\_\_\_\_. 35

4. **UTILITIES.** Tenant shall pay all utilities when due except:  water;  sewer;  garbage; 37  
 \_\_\_\_\_ . 38

5. **OCCUPANCY/SUBLETTING.** The Property is rented as a private residence for the following 39  
named persons: \_\_\_\_\_. 40

Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give

Tenant's Initials

Date

Tenant's Initials

Date

Lessor's Initials

Date

Lessor's Initials

Date

accommodation to any other persons, without the prior written consent of Lessor or Listing Firm.

**6. SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$ \_\_\_\_\_, 41  
which shall be deposited in a trust account in \_\_\_\_\_ Bank, 42  
Branch, in \_\_\_\_\_, WA. Lessor or Listing 43  
Firm will give written notice of any change in said depository. This deposit is security for performance 44  
of Tenant's obligations in this Agreement, including but not limited to payment of rent, and for any 45  
damages to and cleaning of the Property, for which Tenant is responsible. 46

A written "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage 47  
to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon 48  
commencement of tenancy and a written copy given to Tenant. No security deposit may be collected 49  
unless the Move In/Move Out Addendum is completed. 50

Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of 51  
premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the 52  
deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class 53  
mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such 54  
damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand. 55

**7. MAINTENANCE.** Tenant shall at all times maintain the Property, including any yard and lawn, in 56  
a neat and clean condition and upon termination of this Agreement will leave the Property in as 57  
good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any 58  
alterations or improvements to the Property without Lessor's prior written approval. 59

a.  **Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally 60  
cleaned and provide Lessor with a receipt evidencing the same. 61

**8. INSPECTION/SALE.** Lessor may enter the Property to inspect it or make alterations or repairs at 62  
reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor 63  
wishes to show the Property to prospective purchasers or tenants, Lessor shall provide Tenant 64  
with one day's notice. 65

**9. RENT LATE CHARGE/NSF CHECK.** If any rent is not paid on or before the due date, Tenant 66  
shall pay a late charge of  \$ \_\_\_\_\_ for each day that the same is delin- 67  
quent, including the day of payment, up to a maximum of 10% of one month's rent; or 68  
 \$ \_\_\_\_\_. 69

Tenant shall pay a charge of \$ \_\_\_\_\_ for each NSF check given by Tenant to Lessor. 70  
Lessor shall have no obligation to redeposit any check returned NSF. 71

In addition to the foregoing, Lessor may elect to terminate this Agreement for nonpayment of rent. 72  
Lessor shall notify Tenant of late rent and NSF check charges and the same must be paid within 5 73  
fourteen (14) days. 74

**10. NONREFUNDABLE FEE.** Tenant shall pay, prior to occupancy, a nonrefundable fee of 75  
\$ \_\_\_\_\_ for \_\_\_\_\_. Lessor 76  
will not return this nonrefundable fee under any conditions. 77

**11. PETS.** No dogs, cats or other animals will be permitted on the Property without a fully executed 78  
Pet Agreement (NWMLS Form No. 68B). 79

**12. RENTERS INSURANCE.** Renter's insurance is available to Tenant for coverage related to liability for 80  
bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property. 81

a.  **Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for 82  
83  
84

**LEASE / RENTAL AGREEMENT**  
(Continued)

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.

**13. CARBON MONOXIDE ALARMS.** Lessor shall equip the Property with carbon monoxide alarm(s) 85  
in accordance with the state building code as required by RCW 19.27.530. The parties 86  
acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 87  
19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim 88  
resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property. 89

**14. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped 90  
with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been 91  
tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as 92  
specified by the manufacturer, including replacement of batteries, if required. In addition, if the 93  
Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 94

- (a) The smoke detection device is  hard-wired;  battery operated. 95
- (b) The Building  does;  does not have a fire sprinkler system. 96
- (c) The Building  does;  does not have a fire alarm system. 97
- (d)  The building has a smoking policy, as follows: 98

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- The building does not have a smoking policy 101
- (e)  The building has an emergency notification plan for occupants, a copy of which is 102  
attached to this Agreement. 103
- The building does not have an emergency notification plan for occupants. 104
- (f)  The building has an emergency relocation plan for occupants, a copy of which is attached 105  
to this Agreement. 106
- The building does not have an emergency relocation plan for occupants. 107
- (g)  The building has an emergency evacuation plan for occupants, a copy of which is 108  
attached to this Agreement. 109
- The building does not have an emergency evacuation plan for occupants. 110

Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 111

**15. AGENCY DISCLOSURE.** If real estate brokers are involved in this transaction, then at the 112  
signing of this Agreement, Listing Broker represents  Lessor;  both Lessor and Tenant. 113  
Tenant's Broker represents  Lessor;  Tenant;  both Lessor and Tenant;  neither Lessor 114  
nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager 115  
(if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's 116  
Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch 117  
Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 118  
Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated 119  
with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, 120  
Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 121  
If Tenant's Broker and Listing Broker are the same person representing both parties then both 122  
Lessor and Tenant confirm their consent to that person and his/her Designated Broker, Branch 123  
Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 124  
parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 125

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

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**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. 128

**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. 133

**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." 134  
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**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. 137  
138  
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**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 or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from applicable federal regulations. 142  
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**21. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 146  
147

Tenant	Date	148
Tenant	Date	149
Tenant's Present Address		150
City, State, Zip		151
Home Phone	Work Phone	152
Tenant's Employer		153
Tenant's Firm		154
Tenant's Broker		155
Tenant's Firm's Phone Number		156
Tenant's Broker's E-mail Address		157
Tenant's Initials	Date	158
Tenant's Initials	Date	
Lessor's Initials	Date	
Lessor's Initials	Date	

**LEASE / RENTAL AGREEMENT**  
(Continued)

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Listing Firm's Address

Sample

Tenant's Initials      Date

Tenant's Initials      Date

Lessor's Initials      Date

Lessor's Initials      Date

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ )  
 )ss.

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.

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

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON )  
 )  
COUNTY OF \_\_\_\_\_ )  
 )  
 )ss.

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: _____

(Use this space for notary stamp/seal.)

**RULES**

<b>1. Garbage.</b> Tenant shall furnish his/her own garbage can and place it where required for pickup.	159
<b>2. Illegal Use.</b> Tenant shall not use the Property for any illegal purposes.	160
<b>3. Repairs.</b> Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.	161
<b>4. Freezing.</b> Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather.	162
<b>5. Drains.</b> Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in.	163
<b>6. Nails/Painting.</b> Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor.	164
<b>7. Lawns &amp; Shrubs/Snow.</b> 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.	165
<b>8. Noise/Nuisance.</b> 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.	166
<b>9. Guests.</b> Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules.	167
<b>10. Pets.</b> 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.	168
<b>11. Vehicles.</b> 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.	169
<b>12. Hallways &amp; Common Areas.</b> 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.	170
<b>13. Fireplace Insert/Wood Stove.</b> 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.	171
<b>14. Water Beds, Pianos &amp; Heavy Objects.</b> 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.	172
<b>15. Screens.</b> 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.	173

**ASSIGNMENT OF LEASE  
OR RENTAL AGREEMENT**

This Assignment of Lease or Rental Agreement is dated \_\_\_\_\_ between 1  
\_\_\_\_\_  
Assignor \_\_\_\_\_ Assignor \_\_\_\_\_ ("Assignor"), 2  
and \_\_\_\_\_ ("Assignee") 3  
Assignee \_\_\_\_\_  
for the "Property" commonly known as \_\_\_\_\_, 4  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ County \_\_\_\_\_ 5

- 1. Purchase and Sale Agreement.** Assignor (as "Seller") and Assignee (as "Buyer") are parties to a Purchase and Sale Agreement for the Property dated \_\_\_\_\_ (the "Purchase and Sale Agreement"). Assignor agrees to assign its right, title, and interest in a lease or rental agreement for the Property dated \_\_\_\_\_, between Assignor (as "Lessor") and \_\_\_\_\_, (as "Tenant") (the "Lease"). Assignee agrees to assume the Lease and timely perform and discharge all obligations of Assignor under the Lease. 6  
7  
8  
9  
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- 2. Assignment of Lease.** Effective 11:59 p.m. on the Closing Date of the Purchase and Sale Agreement (the "Effective Date"), Assignor transfers and assigns to Assignee all of Assignor's right, title and interest in the Lease, and Assignee hereby accepts such transfer and assignment. 13  
14  
15
- 3. Assumption of Lease.** Effective as of 11:59 p.m. on the Effective Date, Assignee assumes the Lease and agrees to timely perform and discharge all obligations and duties of Assignor under the Lease. 16  
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- 4. Tenant Deposits.** Any Tenant deposits under the Lease shall be transferred by Assignor to Assignee as required by RCW 59.18.270. 19  
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**4.5. Attorneys' Fees.** If Assignor or Assignee institutes suit against the other concerning this agreement, the prevailing party is entitled to court costs and reasonable attorneys' fees.

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Assignor \_\_\_\_\_ Date \_\_\_\_\_ Assignor \_\_\_\_\_ Date \_\_\_\_\_ 23

Assignee \_\_\_\_\_ Date \_\_\_\_\_ Assignee \_\_\_\_\_ Date \_\_\_\_\_

**ASSIGNMENT OF LEASE  
OR RENTAL AGREEMENT**  
(Continued)

STATE OF WASHINGTON \_\_\_\_\_ )  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_  
ss.

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 \_\_\_\_\_ )  
\_\_\_\_\_  
COUNTY OF \_\_\_\_\_ )  
\_\_\_\_\_  
ss.

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.)

## BUYER'S PENDING SALE CONTINGENCY NOTICE

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").

**Failure to Close and Termination.** Buyer hereby gives notice that the Pending Sale identified in the Buyer's Pending Sale of Property Contingency Addendum (Form 22Q) has failed or will fail to close. This Agreement 5  
shall terminate and the Earnest Money shall be refunded to Buyer. 6

**Waiver.** Even though the Pending Sale identified in the Buyer's Pending Sale of Property Contingency Addendum (Form 22Q) has not closed, Buyer hereby elects to proceed with this Agreement, waives the Pending Sale of Property Contingency, and agrees to close this sale as provided in the Agreement. 7  
Buyer understands that by waiving the Pending Sale of Property Contingency, Buyer waives all other remaining contingencies (including financing and inspection) in the Agreement. BUYER WAIVES ALL OTHER REMAINING CONTINGENCIES (INCLUDING FINANCING AND INSPECTION). 8  
9  
10

Buyer

Date

Buyer

Date

11