



SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

1. ADVICE TO SEEK EXPERT ADVICE ON MATTERS OUTSIDE BROKER’S EXPERTISE. Each of the parties to the Agreement acknowledged that brokers are not in a position to offer expert advice on matters outside their expertise and that the parties have been advised to seek expert advice on such matters from qualified experts/professionals having proper licensing in the state of Washington when applicable. Each of the parties acknowledges being advised not to use the services of anyone not licensed in Washington to perform in any matter where a license is required by law. By way of example and not limitation, the parties acknowledge that:

a. If any party has questions or concerns regarding legal issues arising in connection with the Agreement, transaction, Property, or any property or other disclosure, they should consult with an attorney (parties may confirm the licensing and disciplinary history of attorneys at www.wsba.org).

b. If any party has questions or needs advice or assistance in any way related to the Agreement or transaction, they should consult with a CPA, tax attorney or other qualified tax professional (parties may confirm the licensing and disciplinary history of CPAs at www.cpaboard.wa.gov).

c. Brokers are not qualified to advise regarding the condition of any property and recommend that Buyer utilize the services of a licensed professional inspector to inspect the Property (parties may confirm the licensing of a professional home inspector at www.dol.wa.gov/business/homeinspectors).

d. If any inspector or other qualified professional recommends that matters related to the Property or transaction be further investigated, tested or reviewed, the parties are advised to carefully review the recommendations and follow up as suggested.

e. Repair, remodeling and construction of homes and buildings should only be performed in accordance with law (by licensed contractors when a license is required) (parties may confirm the licensing status of a contractor at <https://secure.lni.wa.gov/verify/>).

f. On-site sewage disposal systems, including septic tanks, should be inspected by trained inspectors licensed by the local city or county sewer district having jurisdiction over the subject property and licensing should be able to be confirmed with that agency;

g. Water well tests are customarily performed by inspectors licensed as water well contractors under RCW, Chapter 18.27 or by qualified engineers (contractor registrations may be confirmed as stated in subparagraph e., and engineering licensing can be confirmed at <https://fortress.wa.gov/dol/bpdlicensequery/>).

h. Soil conditions, ground and surface water issues and stability issues are customarily evaluated by qualified geotechnical or soils engineers or hydrologists.

i. The conservation, preservation and protection of “Archeologic Resources” in this state (defined as “the physical evidence of indigenous and subsequent cultures, including materials remains of past human life, including monuments, symbols, tools, facilities and technological by-products”), are administered by the Department of Archeology and Historic Preservation (“DAHP”) pursuant to RCW, Chapter 27.53 (the “Preservation Act”). DAHP regulates removal or disturbance of any Archeological Resources from the property where they are found (an “Archeological Site”).

2. INSPECTIONS AND TESTS. There may be defects present in any property. None of the real estate Firms or brokers involved in this transaction is an expert regarding the identification of, detection of, or presence of concealed defects. While not an exhaustive list and by way of example and not limitation, Buyer acknowledges having been advised that some matters that can adversely affect a property are as follows:

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____



a. Smoke detectors are required by law to be installed in all dwelling units (RCW 43.44.110). Parties are advised to install and maintain smoke detectors meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

b. Carbon monoxide alarms are required by law to be installed in single-family residences before they can be sold (RCW 19.27.5300). Parties are advised to install and maintain carbon monoxide alarms meeting nationally accepted standards and in accordance with manufacturer recommendations in all dwellings.

c. Mold can grow inside dwellings and present health hazards, and the presence of mold may or may not be detected in a professional home inspection and a complete mold assessment may require the services of a mold specialist. Mold Information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/mold/brief-guide-mold-moisture-and-your-home.

d. Wood destroying organisms (such as termites, carpenter ants and other insects), as well as fungi, that consume, remove or destroy wood products may not be detected in a professional home inspection, and a home inspector will not provide a complete wood destroying organism inspection unless the inspector is also licensed as a structural pest inspector with the Washington Department of Agriculture and your inspection contract also includes this service.

e. Radon is a colorless, odorless gas that can be present inside dwellings and other structures that can severely and adversely affect the health of occupants. A professional home inspection will likely not include testing for the presence of radon and a radon test would require the services of a radon specialist. Radon information can be obtained from the Environmental Protection Agency at www.epa.gov/radon.

f. Asbestos was at one time used in homes and other construction and may be present in existing structures. If inhaled, asbestos fibers can severely and adversely affect people's health. A professional home inspection may not include a complete examination and testing for the presence of asbestos and, if asbestos is present in a home, any removal will require use of a licensed contractor that also has an asbestos contractor's certificate. Asbestos information can be obtained from the Environmental Protection Agency at www.epa.gov/asbestos.

g. Other indoor organic compounds may also be present in a home and you can obtain additional information regarding these from various sources, including the Washington State Department of Health, <https://www.doh.wa.gov/CommunityandEnvironment/Contaminants>.

h. DAHP, referred to in Section 1, can only provide information regarding the location and nature of any known Archeological Sites on a property if given written permission to do so by the property owner using a form supplied by DAHP (a "Prospective Purchaser Information Request Form"). Seller agrees to cooperate with Buyer to execute the required form and grant Buyer permission to obtain information from DAHP regarding the above, but only if requested to do so by Buyer in writing within 10 days of Mutual Acceptance of the Agreement. More information on this subject can be found at <https://dahp.wa.gov>.

3. PARTIES ACKNOWLEDGEMENTS. Seller acknowledges that Seller is responsible for disclosing to Buyer in writing knowledge Seller has regarding the presence of adverse conditions affecting the Property, including but not limited to the matters discussed in Sections 1 and 2 above. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or pursuit of treatment for any known, disclosed or potential adverse matters affecting the Property included but not limited to the matters discussed in Sections 1 and 2 above. The above is intended as general advice and not as a substitute for professional advice.

4. LENDER RELEASE OF CONSUMER DISCLOSURE INFORMATION. Each Buyer acknowledges that the Listing Real Estate Brokerage Firm and its assigned broker(s), Selling Real Estate Brokerage Firm and its assigned broker(s), and the Closing Agent may be able to assist in identifying and correcting information contained in any Disclosure Statement or similar document provided to Buyer(s) in connection with any loan being obtained for the purchase of the Property. Accordingly, each Buyer consents to disclosure of any Disclosure Statement or similar document to all of the above and directs the lender(s) involved in this transaction to provide full disclosure of such Disclosure Statement or similar document to each of the above at the same time such information is disclosed to Buyer(s).

Initials: BUYER: _____ DATE: _____ SELLER: _____ DATE: _____
BUYER: _____ DATE: _____ SELLER: _____ DATE: _____