

ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

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

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS: 5

- 1. Agreement is contingent upon Buyer, John Doe's review and approval of the agreement within 14 days of mutual acceptance. If not so approved, the earnest money shall be refunded to the Buyer. 6
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- 2. Sellers to have the carpets professionally cleaned prior to closing at Seller's expense. 8
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- 3. Selling Broker is related to Buyer. 10
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- 4. Buyer is a licensed real estate broker in the state of Washington. 12
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- 5. The following items are included in the sale at no additional cost to the Buyer and having no value: deck furniture & planters and storage shed. 15
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

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|------------------|-------|------------------|-------|-------------------|-------|-------------------|-------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Buyer's Initials | Date | Buyer's Initials | Date | Seller's Initials | Date | Seller's Initials | Date |

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**INSPECTION ADDENDUM
TO PURCHASE AND SALE AGREEMENT**

Continued

- 6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.
- a. Seller's Response to Request for Repairs or Modifications.** Seller shall have _____ days (3 days if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or additional repairs or modifications. If Seller agrees to the terms of Buyer's request for repairs or modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows:
- b. Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to Buyer.
- ATTENTION BUYER:** These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.
- 7. REPAIRS.** If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than _____ 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.
- 8. OIL STORAGE TANKS.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed in writing by Buyer and Seller.
- 9. ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that 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).
- 10. NEIGHBORHOOD REVIEW CONTINGENCY.** If the box is checked, Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood Review within _____ (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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

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**NOTICE OF SELLER CONSENT
INSPECTION REPORT**

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

NOTICE OF SELLER CONSENT – INSPECTION REPORT 5

- Seller requests that Buyer provide the inspection report to Seller. 6
- Seller requests that Buyer provide to Seller only the portions of the inspection report related to the requested repairs or modifications to the Agreement. 7 8

 Seller Date Seller Date 9

INSPECTION WAIVER ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

1. **WAIVER OF INSPECTION.** Buyer has been advised to obtain inspections of the Property including, but not 5
limited to, the structural, mechanical and general condition of the improvements on the Property, compliance 6
with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and 7
a soils/stability inspection. Buyer elects to waive the right to obtain inspections of the Property and purchase 8
the Property in its present condition. Buyer has not relied on representations by Seller, Listing Broker, or Buyer 9
Broker with regard to the condition of the Property, the suitability of the Property for Buyer's intended use, or 10
Buyers decision to forego inspections. 11

2. **PRE-INSPECTION CONDUCTED.** Buyer, prior to mutual acceptance of this Agreement, conducted 12
inspections of the Property and the improvements on the Property including, but not limited to, the structural, 13
mechanical and general condition of the improvements on the Property, compliance with building and zoning 14
codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. 15
This Agreement is not conditioned on the results of such inspections and Buyer acknowledges that the decision 16
to purchase the Property is based on Buyer's prior inspection and that Buyer has not relied on representations 17
by Seller, Listing Broker or Buyer Broker with regard to the condition of the Property or the suitability of the 18
Property for Buyer's intended use. Buyer shall not provide the inspection report, or portions of the report, to 19
Seller, unless Seller requests otherwise. 20

3. **MODIFICATIONS/REPAIRS.** Based upon the results of Buyer's pre-inspection of the Property, Seller shall 21
make the following modifications and/or repairs to the Property described below or on the attached pages. 22

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_____ 24
_____ 25
_____ 26
_____ 27

The modifications and/or repairs shall be accomplished at Seller's expense in a commercially reasonable 28
manner and in accordance with all applicable laws no fewer than _____ days (3 days if not filled in) prior 29
to the Closing Date. In the case of hazardous materials, "repair" means removal or treatment (including but not 30
limited to removal or, at Seller's option, decommissioning of any oil storage tanks) of the hazardous material 31
at Seller's expense as recommended by and under the direction of a professional selected by Seller. Seller's 32
repairs are subject to re-inspection and approval, prior to Closing, by the inspector who recommended the 33
modifications and/or repairs, if Buyer elects to order and pay for such re-inspection. If Buyer agrees to pay for 34
any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to review the terms of 35
that agreement. 36

4. **ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY.** Buyer is advised that on-site sewage disposal 37
systems, including "septic systems," are subject to strict governmental regulation and occasional malfunction 38
and even failure. Buyer is advised to consider conducting an inspection of any on-site sewage system by 39
including an appropriate on-site sewage disposal inspection contingency such as NWMLS Form 22S (Septic 40
Addendum). 41

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

INSPECTOR REFERRAL DISCLOSURE

INSPECTOR REFERRAL DISCLOSURE. Washington State law requires that a real estate broker, who refers a home inspector to a buyer or seller with whom the broker has a current or past relationship including, but not limited to, a business or familial relationship, fully disclose in writing to the buyer or seller the nature of the relationship.

The undersigned real estate broker ("Broker") makes the following disclosure regarding the below Inspector(s) referred by Broker to Buyer/Seller:

A. _____
Name of Inspector

Nature of Relationship with Broker

B. _____
Name of Inspector

Nature of Relationship with Broker

C. _____
Name of Inspector

Nature of Relationship with Broker

Firm (Company)

By: (Broker) _____ Date

Buyer/Seller hereby acknowledges receipt of a copy of this Inspector Referral Disclosure.

Buyer/Seller _____ Date

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

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

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

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

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

3. **SELLER'S ACCEPTANCE.**

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

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

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

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

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

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

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**ESCALATION ADDENDUM TO
 PURCHASE AND SALE AGREEMENT**

Continued

4. NEW PURCHASE PRICE. 40

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

| | | |
|---|-----------------|----------------|
| Purchase Price of Competing Offer (or the maximum purchase price of the Competing Offer if it contains an escalation provision) | \$ _____ | 43 44 45 |
| Less Credits (if any) to Buyer in Competing Offer | \$ _____ | 46 |
| Plus Credits (if any) to Seller in Competing Offer | \$ _____ | 47 |
| Competing Offer Net Purchase Price | \$ _____ | 48 |
| Plus Escalation Amount (this offer) | \$ _____ | 49 |
| Plus Credits (if any) to Buyer (this offer) | \$ _____ | 50 |
| Less Credits (if any) to Seller (this offer) | \$ _____ | 51 |
| New Purchase Price | \$ _____ | 52 |

b. Notice to Seller – New Purchase Price. 53

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

Initials: BUYER: _____ Date: _____ SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

ESCALATION ADDENDUM NOTICE

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

The following notices are for use with the Escalation Addendum (Form 35E). 5

BUYER'S NOTICE OF NON-COMPETING OFFER 6

Buyer hereby gives notice that the offer used to escalate the Purchase Price does not qualify as a Competing Offer 7
under Paragraph 2 of Form 35E. 8

Buyer Date Buyer Date 9

BUYER'S NOTICE OF NEW PURCHASE PRICE 10

Buyer hereby gives notice that the new Purchase Price calculated by Seller in Paragraph 4 of Form 35E is 11
incorrect. The new Purchase Price is calculated as follows: 12

Purchase Price of Competing Offer \$ _____ 13
(or the maximum purchase price of the Competing Offer 14
if it contains an escalation provision) 15

Less Credits (if any) to Buyer in Competing Offer \$ _____ 16

Plus Credits (if any) to Seller in Competing Offer \$ _____ 17

Competing Offer Net Purchase Price \$ _____ 18

Plus Escalation Amount (this offer) \$ _____ 19

Plus Credits (if any) to Buyer (this offer) \$ _____ 20

Less Credits (if any) to Seller (this offer) \$ _____ 21

New Purchase Price \$ _____ 22

Buyer Date Buyer Date 23

SELLER'S NOTICE OF TERMINATION 24

Buyer provided notice that the offer used to escalate the Purchase Price does not qualify as a Competing Offer 25
under Paragraph 2 of Form 35E; the new Purchase Price calculated by Seller in Paragraph 4 of Form 35E is 26
incorrect. 27

Seller therefore elects to terminate the Agreement and instructs the party holding the Earnest Money to disburse 28
the Earnest Money to Buyer. 29

Seller Date Seller Date 30

FEASIBILITY CONTINGENCY ADDENDUM

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

Feasibility Contingency. Buyer shall verify within _____ days (10 days if not filled in) after mutual acceptance 5
(the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended purpose including, 6
but not limited to, whether the Property can be platted, developed and/or built on (now or in the future) and what it will 7
cost to do this. This Feasibility Contingency SHALL CONCLUSIVELY BE DEEMED WAIVED unless Buyer gives 8
notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of 9
disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. Buyer should not 10
rely on any oral statements concerning feasibility made by the Seller, Listing Broker or Buyer Broker. Buyer should 11
inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry 12
shall include, but not be limited to: building or development moratoria applicable to or being considered for the 13
Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be 14
constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other 15
environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the 16
procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and 17
utility and any services connection charges; and all other charges that must be paid. 18

Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to 19
time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may 20
need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the 21
Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall 22
be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. 23

AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED. If checked, this 24
Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller 25
on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 26

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

**FEASIBILITY CONTINGENCY NOTICE
(NOTICE OF DISAPPROVAL/APPROVAL)**

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

Notice of Termination (Feasibility Contingency Disapproval). Buyer disapproves the results of a feasibility 5
study of the Property, elects to terminate the Agreement, and demands the return of the Earnest Money. 6

Buyer Date Buyer Date 7

Notice of Satisfaction (Feasibility Contingency Approval). Buyer approves the results of a feasibility study of 8
the Property and elects to proceed with the transaction on the terms in the Agreement. 9

Buyer Date Buyer Date 10

**NEIGHBORHOOD REVIEW CONTINGENCY
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

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

NEIGHBORHOOD REVIEW. Buyer's inspection includes Buyer's subjective satisfaction that the conditions of the 5
neighborhood in which the Property is located are consistent with Buyer's intended use of the Property (the 6
"Neighborhood Review"). The Neighborhood Review may include Buyer's investigation of the schools, proximity to 7
bus lines, availability of shopping, traffic patterns, noise, parking and investigation of other neighborhood, 8
environmental and safety conditions the Buyer may determine to be relevant in deciding to purchase the Property. If 9
Buyer does not give notice of disapproval of the Neighborhood Review within _____ days (3 days if not filled in) 10
of mutual acceptance of the Agreement then this Neighborhood Review condition shall conclusively be deemed 11
satisfied (waived). If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest 12
Money shall be refunded to Buyer. 13

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

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NOTICE OF TERMINATION PURSUANT TO NEIGHBORHOOD REVIEW

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

Notice of Termination Pursuant to Neighborhood Review. Buyer has conducted a neighborhood review. Buyer 5
hereby gives notice that Buyer disapproves the neighborhood review. Buyer hereby terminates the Agreement and 6
demands the return of the Earnest Money. 7

Buyer Date Buyer Date 8



**COUNTEROFFER ADDENDUM
TO REAL ESTATE PURCHASE AND SALE AGREEMENT**

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated _____, 1
concerning _____ (the "Property"), 2
Address City State Zip
by, _____, as _____ 3
and the undersigned _____, as _____ 4
are accepted, except for the following changes. 5

The Purchase Price shall be \$ _____ 6
_____ 7

Other. 8

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This counteroffer shall expire at 9:00 p.m. on _____ (if not filled in, two days after it is delivered), 27
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29
Earnest Money shall be refunded to Buyer. 30

All other terms and conditions of the above offer are incorporated herein by reference as though fully set forth. 31

Signature Date Signature Date

The above counteroffer is accepted.

Signature Date Signature Date

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WITHDRAWAL OF OFFER OR COUNTEROFFER

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

TO: Seller and Listing Broker 5
 Buyer and Buyer Broker 6

The attached Offer; Counteroffer is withdrawn. 7

 Seller; Buyer Date

 Seller; Buyer Date 8
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BACK-UP ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

1. **Property Already Sold.** Seller has previously sold the Property pursuant to a purchase and sale agreement 5
dated _____ ("First Sale"). Seller reserves the right to change or amend the terms of the First Sale. 6
2. **Back-Up Agreement Subject to First Sale.** This "Back-Up Agreement" is subject to the First Sale. Seller is not 7
obligated to sell to Buyer, unless the First Sale fails to close. 8
3. **Notice - If First Sale Fails to Close.** Seller shall give notice to Buyer within 2 days of learning that the First Sale 9
will not close ("First Sale Failure Notice"). NWMLS Form 38B may be used for this notice. 10
4. **Closing.** If the First Sale fails to close, the Closing Date of this Back-Up Agreement shall be _____ days 11
(60 days if not filled in) from the date of delivery of the First Sale Failure Notice. The Closing Date in this 12
Addendum supersedes the Closing Date in the Agreement. 13
5. **Expiration of Back-Up Agreement.** If Seller has not given the First Sale Failure Notice within _____ days 14
(60 days if not filled in) after mutual acceptance of this Back-Up Agreement, this Back-Up Agreement shall 15
terminate. 16
6. **Termination by Buyer.** Buyer may terminate this Back-Up Agreement any time prior to receiving the First Sale 17
Failure Notice. NWMLS Form 38B may be used for this notice. 18
7. **Time.** For the purposes of computing time (except for paragraph 5 above), all timelines in this Back-Up 19
Agreement, including the deposit of Earnest Money, shall begin on the date of delivery of the First Sale Failure 20
Notice. If NWMLS Short Sale Addendum (Form 22SS) is a part of this Back-Up Agreement, all timelines shall 21
begin on the date of delivery of the First Sale Failure Notice or Notice of Lender Consent, whichever occurs later. 22
8. **Other.** 23
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Buyer Date

Seller Date

Buyer Date

Seller Date

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BACK-UP ADDENDUM NOTICE

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

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
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Seller Date Seller Date 8

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. 9
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Buyer Date Buyer Date 12

SECOND BUYER'S ADDENDUM

The following Addendum is part of the Purchase and Sale Agreement dated _____ 1

(the "Second Sale Agreement") between _____ ("Seller") 2
Seller Seller

and _____ ("Second Buyer") 3
2nd Buyer 2nd Buyer

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

1. **Property Subject to Prior Contingent Sale.** Second Buyer acknowledges that the Property is subject to a prior purchase and sale agreement (the "Prior Sale") between Seller and _____ ("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the "Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 5-12
2. **Second Buyer's Waiver of Contingencies.** The Bump Notice will not be given to First Buyer until Seller has received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 14-15
 - a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16
 - b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum (Form 35) and Septic Addendum (Form 22S). 17-19
 - c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 20-21
 - d. Second Buyer's approval of a Condominium Resale Certificate (Form 27). 22
 - e. Second Buyer's Financing Addendum (Form 22A). 23
 - f. Second Buyer's approval of _____. 24
3. **Bump Notice.** Within _____ days (1 day if not filled in) of Second Buyer's notice that all contingencies selected in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice shall be given to First Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, then Second Buyer shall be in default. 25-29
4. **First Buyer's Contingency Satisfied or Waived.** If First Buyer responds to the Bump Notice and satisfies or waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to Second Buyer. Seller's notice may be given on the Contingency Property Notice (Form 90K) or similar form. 30-33
5. **First Buyer's Contingency Not Satisfied or Waived.** If First Buyer responds to the Bump Notice by terminating the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice – First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice may be given on the Contingency Property Notice (Form 90K) or similar form. 34-37
6. **Computation of Time.** For the purposes of computing time (except for the timelines in this Addendum and the deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale. 38-39
7. **This Addendum Controls.** All other terms and conditions of the Second Sale Agreement remain in full force and effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale Agreement, this Addendum shall control. 40-42

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

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**AGENCY DISCLOSURE
MULTIPLE BROKERS**

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

This form is for use when more than one broker represents one or both of the parties. The Agency Disclosure on page 5
one of the Agreement is modified to include the following additional disclosure: 6

Additional Buyer Broker(s): 7

Buyer Brokerage Firm MLS Office No. Buyer represented by: Buyer Broker 8
 Buyer/Listing Broker (dual agent); 9

Buyer Broker (Print) MLS LAG No. 10

Buyer Brokerage Firm MLS Office No. Buyer represented by: Buyer Broker 11
 Buyer/Listing Broker (dual agent); 12

Buyer Broker (Print) MLS LAG No. 13

Additional Listing Broker(s): 14

Listing Brokerage Firm MLS Office No. Seller represented by: Listing Broker 15
 Listing/Buyer Broker (dual agent) 16

Listing Broker (Print) MLS LAG No. 17

Listing Brokerage Firm MLS Office No. Seller represented by: Listing Broker 18
 Listing/Buyer Broker (dual agent) 19

Listing Broker (Print) MLS LAG No. 20

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

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RESERVATION AGREEMENT
(ATTACH A PURCHASE & SALE AGREEMENT)

Buyer _____ Buyer _____ ("Buyer") 1

and _____
Seller _____ Seller _____ ("Seller") agree as follows: 2

(As applicable): Floor Plan Type: _____ Building: _____ Lot No.: _____ Other I.D.: _____ 3

1. **RESERVATION.** Seller shall reserve for Buyer's purchase, the property commonly known as: 4

Address _____ City _____ State _____ Zip _____ (the "Property") 5

and legally described as attached on Exhibit A; legal description not available. 6

2. **DEPOSIT.** Within 2 days after mutual acceptance of this agreement Buyer shall deliver a deposit of \$ _____ as consideration for this 7
agreement in the form of: Cash Personal check Promissory Note due _____ 8

Other _____ (the "Deposit"). The Deposit is to be held by: Closing Agent Buyer Brokerage Firm. Buyer 9
Broker will deposit any check to be held by Buyer Brokerage Firm within 3 days of mutual acceptance. If the Deposit is held by Buyer 10
Brokerage Firm and is over \$10,000.00 it shall be put into an interest-bearing trust account in Buyer Brokerage Firm's name provided that 11
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 12
Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Deposit held by Buyer Brokerage Firm is over 13
\$10,000.00 Buyer has the option to require Buyer Brokerage Firm to put the Deposit into the Housing Trust Fund Account, with the interest 14
paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Broker 15
must put the Deposit in an interest-bearing account or the Deposit is \$10,000.00 or less, the Deposit shall be put into the Housing Trust Fund 16
Account. Buyer Brokerage Firm may transfer the Deposit to Closing Agent. 17

3. **NOTICE TO BUYER.** When authorized by Seller, the Buyer Brokerage Firm shall give Buyer written notice of the purchase price established 18
by Seller for the Property. After Buyer's receipt of this notice, the parties shall have _____ days (5 days if not filled in) within which to 19
enter into a Purchase and Sale Agreement at the price in said notice to Buyer. If the parties do not enter into a Purchase and Sale Agreement 20
within that time, or any agreed extension thereof, Buyer Brokerage Firm shall return the above Deposit to Buyer and this Reservation 21
Agreement shall thereupon be terminated without further liability to either party, Buyer Brokerage Firm or Buyer Broker. 22

Buyer shall keep Buyer Broker advised of Buyer's whereabouts to receive the above notice. Buyer Broker has no responsibility to give said 23
notice beyond either phoning Buyer or causing a copy of the notice to be delivered to Buyer's address below. 24

4. **BUYER-ELECTION NOT TO PURCHASE.** Buyer may at any time elect not to purchase the Property, by giving written notice to Listing Broker. 25
Upon Listing Broker's receipt of such notice, this Agreement shall terminate and the above Deposit shall be immediately refunded to Buyer. 26

5. **SELLER'S OWNERSHIP/PLATTING REQUIREMENT.** Seller is the owner of the above Property has entered into an agreement to 27
purchase the above Property other _____ 28

If the Seller is not the owner, this Agreement is subject to Seller acquiring title. 29

The parties understand that it is generally a violation of Washington law to sell, offer to sell, or to disburse funds to Seller in connection with 30
the sale of property less than 5 acres in size if it has not received preliminary plat approval. An agreement offering to sell such property is 31
generally unenforceable. The parties understand this and release the Buyer Brokerage Firm and Buyer Broker from any liability in connection 32
with this Agreement. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and 33
this Agreement is conditioned on the recording of the final plat containing the Property on or before _____. If final plat approval is 34
not recorded by such date, this Agreement shall terminate and the Deposit shall be refunded to Buyer. 35

6. **PURCHASE & SALE AGREEMENT.** Buyer and Seller shall enter into a Purchase and Sale Agreement on the attached form. Buyer and 36
Seller acknowledge that they have received the attached form, and all terms and conditions therein are acceptable. 37

Print Seller Name _____ Buyer _____ Date _____ 38

By: _____
Signature _____ Date _____ Buyer _____ Date _____ 39

Title of Person Signing _____ Buyer Address _____ 40

Seller Address _____ City, State, Zip _____ 41

City, State, Zip _____ Home Phone _____ Office Phone _____ 42

Phone _____ Email _____ Buyer's Email _____ 43

Buyer Brokerage Firm _____ Buyer Broker _____ 44

Buyer Brokerage Firm Address _____ City _____ State _____ Zip _____ 45

Office Phone _____ Office Fax _____ Other Phone _____ 46

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AUTHORIZATION TO DISBURSE EARNEST MONEY

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

1. **Disbursement of Earnest Money.** Buyer and Seller hereby direct the party holding the Earnest Money to 5
 distribute it as follows: 6
- \$ _____ to Buyer. 7
 - \$ _____ to Seller. 8
 - \$ _____ to Listing Brokerage Firm. 9
 - \$ _____ to Buyer Brokerage Firm. 10
 - \$ _____ to _____. 11

2. **Reservation of Rights and Claims.** This Authorization shall not otherwise affect any party's contractual rights or 12
 obligations under the Agreement. 13

| | | | | |
|----------------------|------|------------------------|------|----|
| Buyer | Date | Seller | Date | 14 |
| Buyer | Date | Seller | Date | 15 |
| Buyer Brokerage Firm | | Listing Brokerage Firm | | 16 |
| Buyer Broker | | Listing Broker | | 17 |

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RESCISSION AGREEMENT

The Purchase and Sale Agreement (the "Agreement") dated _____ 1
 between _____ ("Buyer") 2
Buyer Buyer
 and _____ ("Seller"), 3
Seller Seller
 concerning _____ (the "Property") 4
Address City State Zip

is rescinded as follows: 5

1. **RELEASE.** The Agreement and all other agreements or undertakings between Buyer and Seller with respect to the Property are rescinded. Each party releases the other and all real estate firms and brokers involved with this sale from any and all liability in connection with the sale, except as agreed below. Nothing herein shall be construed to terminate any existing agency relationships or related agreements unless otherwise agreed in writing. 6-10

2. **EARNEST MONEY.** The party holding the earnest money is authorized and directed to disburse the earnest money as follows: 11-12

- \$ _____ to Buyer. 13
- \$ _____ to Seller. 14
- \$ _____ to Listing Brokerage Firm. 15
- \$ _____ to Buyer Brokerage Firm. 16
- \$ _____ to _____. 17

3. **COMMISSION.** If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's behalf, Seller shall pay Listing Brokerage Firm the Total Commission as set forth in the Exclusive Listing Agreement between Seller and Listing Brokerage Firm, less any portion of the above earnest money retained by Listing Brokerage Firm. Listing Brokerage Firm will pay Buyer Brokerage Firm's commission as set forth in the Exclusive Listing Agreement, less any portion of the above earnest money retained by Buyer Brokerage Firm. Provided if a commission is paid to another member(s) of a multiple listing service in conjunction with such a sale, the amount of commission payable to Listing Brokerage Firm and Buyer Brokerage Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a lease with option to purchase regardless of when it closes. 18-27

 Buyer's Signature Date Seller's Signature Date 28

 Buyer's Signature Date Seller's Signature Date 29

 Buyer Brokerage Firm Listing Brokerage Firm 30

 Buyer Broker's Signature Date Listing Broker's Signature Date 31

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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

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

1. **RENT.** The rent shall be \$_____ per _____ 6
Rent shall be payable to _____ 7
at _____ 8
Other: _____ 9

2. **TERM AND TERMINATION.** Tenant is entitled to possession on _____ 10
This Agreement shall terminate on _____. If Tenant purchases the Property from 11
Landlord, then this Agreement shall terminate on closing of the sale. At the time of closing, advance rent paid to 12
Landlord shall be pro-rated on a daily basis, and Tenant shall be credited with any unused portion thereof. If this 13
Agreement is terminated prior to the termination date set forth in this paragraph, then any advance rent shall be 14
pro-rated on a daily basis, and the unused portion refunded to Tenant immediately upon Tenant's vacating the 15
Property. If Tenant holds over without the written consent of Landlord, Tenant shall be liable for rent and all other 16
damages sustained by Landlord because of such holdover. 17

3. **INSURANCE.** Landlord agrees to keep the Property insured against fire and other normal casualties. All proceeds 18
of any such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything 19
in or on the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 20
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 21
personal property. 22

4. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of this 23
Agreement. 24

5. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations in the Property, including 25
painting, during the term of this Agreement without the written permission of Landlord. In the event this 26
Agreement terminates for any reason other than Tenant's purchase of the Property, Tenant will return the 27
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 28

6. **LANDLORD - TENANT ACT.** This Agreement is subject to the provisions of the Residential Landlord - Tenant 29
Act, RCW 59.18 and the Unlawful Detainer Statute, RCW 59.12. If Tenant and Landlord have entered into a 30
purchase and sale agreement for the purchase of the Property, then a default under that purchase and sale 31
agreement shall constitute a default under this Agreement, and Landlord shall be entitled to all remedies provided 32
for in the Residential Landlord-Tenant Act, RCW 59.18, including but not limited to the exercise of all eviction 33
proceedings authorized by RCW 59.12. 34

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 35
this Agreement. 36

8. **CITY OF SEATTLE RENTAL AGREEMENT REGULATION ORDINANCE.** If the Property is located within the 37
City of Seattle then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby 38
acknowledges receipt of a copy of the summary. 39

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

RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 9. RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 40-42
- 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. 43-45
- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes the following disclosures: 46-50
- (a) The smoke detection device is hard-wired battery operated. 51
 - (b) The Building does does not have a fire sprinkler system. 52
 - (c) The Building does does not have a fire alarm system. 53
 - (d) The building has a smoking policy, as follows: 54

 55

 56
 - The building does not have a smoking policy 57
 - (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 58
 The building does not have an emergency notification plan for occupants. 60
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 61
 The building does not have an emergency relocation plan for occupants. 63
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 64
 The building does not have an emergency evacuation plan for occupants. 66
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 67
- 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. 68-70
- 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. 71-74
- 14. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 75-76
- 15. OTHER.** 77-81

Landlord Date

Tenant Date

Landlord Date

Tenant Date

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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

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

1. **RENT.** The rent shall be \$ _____ per _____ 6
Rent shall be payable to _____ 7
at _____ 8
Other: _____ 9

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

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

4. **INSURANCE.** Landlord agrees to insure the Property against fire and other normal casualties. All proceeds of any 16
such policy shall be payable to Landlord alone. Landlord shall have no responsibility for insuring anything in or on 17
the Property which belongs to Tenant. Tenant is advised that renter's insurance is available to Tenant for 18
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Tenant's 19
personal property. 20

5. **UTILITIES.** Tenant agrees to pay for all utilities, including garbage collection charges, during the term of the 21
Agreement. 22

6. **IMPROVEMENTS.** Tenant shall not be entitled to make any improvements or alterations to the Property, including 23
painting, during the term of this Agreement, without the written permission of Landlord. Tenant will return the 24
Property to Landlord in as good a condition as it presently is, ordinary wear and tear excepted. 25

7. **SUBLETTING OR ASSIGNMENT.** Tenant may not sublet the Property and may not assign Tenant's rights under 26
this Agreement. 27

8. **CITY OF SEATTLE RENTAL REGULATION ORDINANCE.** If the Property is located within the City of Seattle, 28
then a copy of a summary of city and state landlord/tenant laws is attached. Tenant hereby acknowledges receipt 29
of a copy of the summary. 30

9. **RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved 31
with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from 32
any and all claims arising under this Agreement. 33

10. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is 34
successful, the other party agrees to pay reasonable attorneys' fees. In the event of a trial, the amount of fees 35
shall be as fixed by the Court. 36

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

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RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

- 11. SMOKE DETECTOR.** Tenant acknowledges and Landlord certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Landlord makes the following disclosures:
- (a) The smoke detection device is hard-wired battery operated.
 - (b) The Building does does not have a fire sprinkler system.
 - (c) The Building does does not have a fire alarm system.
 - (d) The building has a smoking policy, as follows:

 - The building does not have a smoking policy.
 - (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency notification plan for occupants.
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency relocation plan for occupants.
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement.
 - The building does not have an emergency evacuation plan for occupants.
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes.
- 12. CARBON MONOXIDE ALARMS.** Landlord shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Landlord complies with RCW 19.27.530.
- 13. LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J 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

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LEASE/RENTAL COMMISSION AGREEMENT

This Lease/Rental Commission Agreement dated _____ is made between

Lessor Lessor ("Lessor") and
_____, ("Real Estate Firm" or "Firm")

in connection with real property commonly known as _____
Address

City State Zip County (the "Property");

1. **DEFINITIONS.** For purposes of this Agreement "MLS" means the Northwest Multiple Listing Service.
2. **LEASE COMMISSION.** Firm has procured a tenant to lease the property. Lessor shall pay Firm a commission of \$ _____. From Firm's commission, Firm shall pay a cooperating member of MLS, if any, representing a tenant a commission of \$ _____.
3. **SALE COMMISSION.** If Lessor shall, within _____ months (36 months if not filled in) after the date of this Lease/Rental Commission Agreement, contract to sell the Property to tenant, Lessor shall pay Firm a commission of \$ _____. From Firm's commission, Firm shall pay a cooperating member of MLS, if any, representing a tenant a commission of \$ _____.
4. **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.
5. **OTHER AGREEMENTS** (none if not filled in).

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

Lessor Date

Firm (Company)

Lessor Date

By: (Leasing Broker)

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LEASE / RENTAL AGREEMENT

This Lease/Rental Agreement dated: _____ is made and entered into between _____ ("Lessor"),
Lessor Lessor
and _____ ("Tenant")
Tenant Tenant
for the "Property" commonly known as _____
Address

City State Zip County

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

1. TERM OF AGREEMENT (check one).

- a. **Lease.** This Agreement is for a term of _____ commencing on _____
_____. This Agreement shall end at midnight on _____.
Tenant must vacate the Property and surrender possession on the last day of the term. If Tenant holds over without the prior written consent of Lessor, Tenant shall be liable for rent and all other damages sustained by Lessor because of such holdover. If Tenant vacates prior to the expiration of the term, the security deposit shall be forfeited and Tenant shall be obligated for the rent payments for the remainder of the term, or until the Property has been re-rented whichever is less.
- b. **Month-To-Month.** This Agreement is for a month-to-month tenancy commencing on _____.
Lessor or Tenant may terminate this Agreement upon written notice at least 20 days prior to the end of each monthly rental period. If any such notice is not received at least 20 days in advance, then it shall not be effective until the end of the following monthly rental period.

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

3. RENT. Tenant shall pay rent as follows:

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

4. UTILITIES. Tenant shall pay all utilities when due except: water; sewer; garbage; _____

5. OCCUPANCY/SUBLETTING. The Property is rented as a private residence for the following named persons: _____
_____. Tenant shall not assign this Agreement, sublet all or any portion of the Property, nor give accommodation to any other persons, without the prior written consent of Lessor or Listing Firm.

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

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LEASE / RENTAL AGREEMENT
(Continued)

6. **SECURITY DEPOSIT.** Lessor acknowledges receipt from Tenant of the sum of \$ _____, 42
which shall be deposited in a trust account in _____ Bank, 43
_____ Branch, in _____, WA. Lessor or Listing 44
Firm will give written notice of any change in said depository. This deposit is security for performance 45
of Tenant's obligations in this Agreement, including but not limited to payment of rent, and for any 46
damages to and cleaning of the Property, for which Tenant is responsible. 47
A written "Move In/Move Out Addendum" describing the condition and cleanliness of and any damage 48
to the Property and furnishings shall be signed by Lessor or Listing Firm and Tenant upon 49
commencement of tenancy and a written copy given to Tenant. No security deposit may be collected 50
unless the Move In/Move Out Addendum is completed. 51
Within twenty-one (21) days after termination of tenancy and vacation of premises (or abandonment of 52
premises), Lessor will give Tenant a full and specific statement of the basis of retaining any of the 53
deposit and a refund of any portion due Tenant, delivered to Tenant personally or sent U.S. first-class 54
mail to Tenant's last known address. If the deposit is insufficient to reimburse Lessor for such 55
damages and cleaning, Tenant shall pay any deficiency within fourteen (14) days of Lessor's demand. 56
7. **MAINTENANCE.** Tenant shall at all times maintain the Property, including any yard and lawn, in 57
a neat and clean condition and upon termination of this Agreement will leave the Property in as 58
good condition as it is now, reasonable wear and tear excepted. Tenant shall not make any 59
alterations or improvements to the Property without Lessor's prior written approval. 60
- a. **Carpet Cleaning.** At the end of the term, Tenant shall have the carpets professionally 61
cleaned and provide Lessor with a receipt evidencing the same. 62
8. **INSPECTION/SALE.** Lessor may enter the Property to inspect it or make alterations or repairs at 63
reasonable times and, except in emergencies, shall give Tenant two days' notice. If Lessor wishes to show 64
the Property to prospective purchasers or tenants, Lessor shall provide Tenant with one day's notice. 65
9. **RENT LATE CHARGE/NSF CHECK.** If any rent is not paid within five days of the due date, 66
Tenant shall pay a late charge of \$ _____ for each day that the same is 67
delinquent, 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 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. The fee may not be used hold the 77
Property for Tenant or to secure Tenant's obligation to move in to the Property. 78
11. **PETS.** No dogs, cats or other animals will be permitted on the Property without a fully executed 79
Pet Agreement (NWMLS Form No. 68B). 80
12. **RENTERS INSURANCE.** Renter's insurance is available to Tenant for coverage related to liability for 81
bodily injury, property damage, and for the theft, loss, or damage to Tenant's personal property. 82
- a. **Renter's Insurance.** Tenant shall obtain renter's insurance providing coverage for 83
liability, bodily injury, property damage, and for the theft, loss, or damage to Tenant's 84
personal property stored on the Property. Tenant shall provide Lessor a copy of the renter's 85

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

LEASE / RENTAL AGREEMENT
(Continued)

- insurance policy within five days of mutual acceptance of this Agreement. 86
- 13. CARBON MONOXIDE ALARMS.** Lessor shall equip the Property with carbon monoxide alarm(s) 87
in accordance with the state building code as required by RCW 19.27.530. The parties 88
acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 89
19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim 90
resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property. 91
- 14. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped 92
with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been 93
tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as 94
specified by the manufacturer, including replacement of batteries, if required. In addition, if the 95
Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 96
- (a) The smoke detection device is hard-wired; battery operated. 97
- (b) The Building does; does not have a fire sprinkler system. 98
- (c) The Building does; does not have a fire alarm system. 99
- (d) The building has a smoking policy, as follows: 100

_____ 101
_____ 102
- The building does not have a smoking policy 103
- (e) The building has an emergency notification plan for occupants, a copy of which is 104
attached to this Agreement. 105
- The building does not have an emergency notification plan for occupants. 106
- (f) The building has an emergency relocation plan for occupants, a copy of which is attached 107
to this Agreement. 108
- The building does not have an emergency relocation plan for occupants. 109
- (g) The building has an emergency evacuation plan for occupants, a copy of which is 110
attached to this Agreement. 111
- The building does not have an emergency evacuation plan for occupants. 112
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 113
- 15. AGENCY DISCLOSURE.** If real estate brokers are involved in this transaction, then at the 114
signing of this Agreement, Listing Broker represents Lessor; both Lessor and Tenant. 115
Tenant's Broker represents Lessor; Tenant; both Lessor and Tenant; neither Lessor 116
nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager 117
(if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's 118
Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch 119
Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the 120
Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated 121
with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, 122
Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. 123
If Tenant's Broker and Listing Broker are the same person representing both parties then both 124
Lessor and Tenant confirm their consent to that person and his/her Designated Broker, Branch 125
Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All 126
parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 127
- 16. ATTORNEYS' FEES.** If Lessor or Tenant institutes suit against the other concerning this 128
Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 129

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

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LEASE / RENTAL AGREEMENT
(Continued)

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

| | | | | |
|---|---------------------|--|---------------|-----|
| _____ Tenant | _____ Date | _____ Lessor | _____ Date | 150 |
| _____ Tenant | _____ Date | _____ Lessor | _____ Date | 151 |
| _____ Tenant's Present Address | | _____ Lessor's Address | | 152 |
| _____ City, State, Zip | | _____ City, State, Zip | | 153 |
| _____ Home Phone | _____ Work Phone | _____ Lessor's Phone | | 154 |
| _____ Tenant's Employer | | | | 155 |
| _____ Tenant's Firm | | _____ Listing Firm | | 156 |
| _____ Tenant's Broker | | _____ Listing Broker | | 157 |
| _____ Tenant's Firm's Phone Number | | _____ Listing Firm's Phone Number | | 158 |
| _____ Tenant's Broker's E-mail Address | | _____ Listing Broker's E-mail Address | | 159 |
| | | _____ Listing Firm's Address | | 160 |

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

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LEASE / RENTAL AGREEMENT
(Continued)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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

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

(Use this space for notary stamp/seal.)

STATE OF WASHINGTON)
)ss.
COUNTY OF _____)

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

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

(Use this space for notary stamp/seal.)

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

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LEASE / RENTAL AGREEMENT
(Continued)

RULES

1. **Garbage.** Tenant shall furnish his/her own garbage can and place it where required for pickup. 161
162
2. **Illegal Use.** Tenant shall not use the Property for any illegal purposes. 163
3. **Repairs.** Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows. 164
165
4. **Freezing.** Tenant shall protect the plumbing from freezing. As a minimum, Tenant shall leave the heat on low during cold weather. 166
167
5. **Drains.** Tenant shall relieve stoppage of drains at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. 168
169
6. **Nails/Painting.** Tenant shall not drive any nails or screws into walls, and shall not paint anything, without the prior written consent of Lessor. 170
171
7. **Lawns & Shrubs/Snow.** Tenant shall cut and water any lawn and water any shrubs, trees and landscaping so as to maintain the same in as good a condition as they are presently. In the event of snow, Tenant will remove the same from any abutting sidewalks. 172
173
174
8. **Noise/Nuisance.** Tenant shall keep TV, stereo, radio and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property. 175
176
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9. **Guests.** Tenant is responsible for the conduct of all guests on the Property and shall insure that guests comply with these Rules. 178
179
10. **Pets.** If Lessor has given written permission for pets on the Property, no pet noise whatsoever shall be allowed to escape from the Property. In the case of apartments, pets shall not be allowed in the halls, common spaces or surrounding Property except on a leash and accompanied by Tenant. It is Tenant's responsibility to clean up and dispose of any pet excrement anywhere on the Property and on adjacent sidewalks, streets, alleys and neighbors' properties. 180
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11. **Vehicles.** Tenant shall not park or store recreation vehicles, trailers, boats and inoperable or unlicensed automobiles on the Property, on or in any parking area provided for the Property, or on any street or alley serving the Property. Tenant shall complete repairs to any vehicles in these locations within 24 hours of commencement. 186
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12. **Hallways & Common Areas.** If there are hallways or other common areas shared with other tenants, Tenant shall keep noise to a minimum therein and nothing may be stored, even temporarily, therein. 190
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13. **Fireplace Insert/Wood Stove.** Wood stoves are prohibited, unless provided by Lessor. No fireplace insert may be installed without Lessor's prior written permission. If permission is given, then the installation must be inspected by the applicable city or county building department, at Tenant's expense, before the same is used. 193
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14. **Water Beds, Pianos & Heavy Objects.** No water beds, aquariums, pianos, organs, libraries or other unusually heavy objects are permitted in the Property without Lessor's written permission. As a condition to permitting a water bed, Lessor may require Tenant to provide and pay for water bed insurance. 197
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15. **Screens.** Lessor is not obligated to provide window and/or door screens. If there are any presently installed, Lessor has no obligation to maintain or replace them. 201
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Tenant's Initials Date Tenant's Initials Date Lessor's Initials Date Lessor's Initials Date

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

The following is part of the Lease/Rental Agreement dated _____

between _____ ("Lessor")
Lessor Lessor

and _____ ("Tenant")
Tenant Tenant

concerning _____ (the "Property").
Address City State Zip

Under RCW 59.18.260, Lessor may not collect a security deposit unless Lessor provides to Tenant at the commencement of the tenancy a written checklist or statement describing the condition and cleanliness of the Property and furnishings, including, but not limited to, walls, floors, countertops, carpets, drapes, furniture, and appliances.

Move-In Date _____ Move-Out Date _____

Keys _____ Keys _____

Garage Door Remotes _____ Garage Door Remotes _____

Is the Property equipped with working smoke alarms? _____

- Location of alarms: _____

Is the Property equipped with working carbon monoxide alarms? _____

- Location of alarms: _____

Lessor and Tenant agree that the condition of the Property is as follows:

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|------------------|----------------------------------|--|-----------------------------------|--|
| Entry | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|---------------------|----------------------------------|--|-----------------------------------|--|
| Kitchen | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cabinets | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Counters | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Refrigerator | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cooktop/ Burners | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Oven | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Microwave | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Dishwasher | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Sink/Faucet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Garbage disposal | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Living Room | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|--------------------|----------------------------------|--|-----------------------------------|--|
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Dining Room | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Hallway | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|-----------------------|----------------------------------|--|-----------------------------------|--|
| Closet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Bonus Room/Den | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Closet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Bedroom No. 1 | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Closet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|----------------------|----------------------------------|--|-----------------------------------|--|
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Bedroom No. 2 | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Closet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Bedroom No. 3 | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Closet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

Tenant's Initials

Date

Tenant's Initials

Date

Lessor's Initials

Date

Lessor's Initials

Date

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|-----------------------|----------------------------------|--|-----------------------------------|--|
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Bathroom No. 1 | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Sinks/Faucet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Shower/Tub | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Toilet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Counters/Cabinets | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Mirror | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Bathroom No. 2 | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|-----------------------------|----------------------------------|--|-----------------------------------|--|
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Sinks/Faucet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Shower/Tub | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Toilet | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Counters/ Cabinets | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Mirror | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Utility Room | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Washer | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Dryer | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window coverings | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Closet/ Shelves | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Garage/ Carpport | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Garage door | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

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

**MOVE-IN / MOVE-OUT ADDENDUM TO
 LEASE/RENTAL AGREEMENT**

| Area/Room | Details of Conditions at Move-In | Condition at Move-In | Details of Conditions at Move-Out | Condition at Move-Out |
|----------------|----------------------------------|--|-----------------------------------|--|
| Walls | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Flooring | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Window screens | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Windows | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Ceiling | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Grounds | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Patio/Deck | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Walkways | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Driveway | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Lawn | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Plants/Trees | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Cleanliness | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |
| Other: | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great | | <input type="checkbox"/> Poor; <input type="checkbox"/> Fair; <input type="checkbox"/> Good; <input type="checkbox"/> Great |

If this box is checked, additional comments regarding the condition and cleanliness of the Property at move-in or move-out are attached.

 Tenant's Initials Date

 Tenant's Initials Date

 Lessor's Initials Date

 Lessor's Initials Date

**MOVE-IN / MOVE-OUT ADDENDUM TO
LEASE/RENTAL AGREEMENT**

Within 21 days after Tenant moves out, Lessor shall complete the following (or a similar statement) and deliver it, personally or by mail, with any refund to Tenant (at Tenant's last known address).

Move Out Date: _____

Has the Move-In/Move-Out Addendum been completed? Yes; No

DEPOSITS

Amount of Security Deposit: \$ _____

Amount of Pet Deposit: \$ _____

TOTAL DEPOSITS: \$ _____

DEDUCTIONS

Unpaid rent for period _____ to _____ \$ _____

Late charges for period _____ to _____ \$ _____

Unpaid utilities \$ _____

Deduction for damage and/or lack of cleaning (insert detailed description) \$ _____

Other deduction (insert detailed description) \$ _____

TOTAL DEDUCTIONS: \$ _____

AMOUNT DUE TO TENANT: \$ _____

AMOUNT DUE TO LESSOR: \$ _____

(If there are any amounts owed to Lessor, payments shall be made to Lessor within 14 days of Lessor's demand at Lessor's address identified in the Lease/Rental Agreement).

Date _____

Lessor or Lessor's Agent Signature

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

**PET ADDENDUM TO
LEASE/RENTAL AGREEMENT**

The following is part of the Lease/Rental Agreement dated _____
between _____ ("Lessor")
Lessor Lessor
and _____ ("Tenant")
Tenant Tenant
concerning _____ (the "Property").
Address City State Zip

Tenant may keep the following pet(s) at the Property.

- a. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____.
- b. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____.
- c. Type: _____; Breed: _____;
Approximate Weight: _____; Color: _____;
Pet's Name: _____.

1. In addition to the security deposit in the Lease/Rental Agreement, Tenant shall pay a non-refundable pet fee; refundable pet deposit of \$ _____. If refundable, the deposit will be retained/refunded in accordance with Section 6 (Security Deposit) of the Lease/Rental Agreement.
2. If the Property is an apartment, Tenant shall only allow the pet(s) outside on a leash and accompanied by Tenant.
3. The pet(s) shall be kept, maintained and licensed in accordance with the regulations of the Humane Society and the Health Department of the City of _____ and the County of _____.
4. Tenant shall pay for any damage done by the pet(s) to the Property.
5. Tenant shall indemnify and hold Lessor harmless from any and all claims which may be made against Lessor resulting from Lessor permitting Tenant to keep the pet(s) on the Property.
6. Tenant shall promptly clean any and all messes made by the pet(s) in or around the Property.
7. If Tenant fails to comply with the terms of this Pet Agreement, Lessor may require the pet(s) to be removed from the Property.
8. Other:

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

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ADDENDUM TO LEASE/RENTAL AGREEMENT

The following is part of the Lease/Rental Agreement dated _____ 1
between _____ ("Lessor") 2
Lessor Lessor
and _____ ("Tenant") 3
Tenant Tenant
concerning _____ (the "Property"). 4
Address City State Zip

IT IS AGREED BETWEEN TENANT AND LESSOR AS FOLLOWS: 5

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ALL OTHER TERMS AND CONDITIONS of the Lease/Rental Agreement remain unchanged. 29

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

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LEASE/RENTAL AGREEMENT NOTICE

The following is part of the Lease/Rental Agreement dated _____ (the "Agreement") 1
 between _____ ("Tenant") 2
Tenant Tenant
 and _____ ("Lessor") 3
Lessor Lessor
 concerning _____ (the "Property"). 4
Address City State Zip

The following notice is provided pursuant to the Agreement. 5
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 Tenant; Lessor Date Tenant; Lessor Date 26

**ASSIGNMENT OF LEASE
OR RENTAL AGREEMENT**

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

1. **Purchase and Sale Agreement.** Assignor (as “Seller”) and Assignee (as “Buyer”) are parties to 6
 a Purchase and Sale Agreement for the Property dated _____ (the “Purchase 7
 and Sale Agreement”). Assignor agrees to assign its right, title, and interest in a lease or rental 8
 agreement for the Property dated _____, between Assignor (as “Lessor”) 9
 and _____, (as 10
 “Tenant”) (the “Lease”). Assignee agrees to assume the Lease and timely perform and 11
 discharge all obligations of Assignor under the Lease. 12

2. **Assignment of Lease.** Effective 11:59 p.m. on the Closing Date of the Purchase and Sale 13
 Agreement (the “Effective Date”), Assignor transfers and assigns to Assignee all of Assignor’s 14
 right, title and interest in the Lease, and Assignee hereby accepts such transfer and assignment. 15

3. **Assumption of Lease.** Effective as of 11:59 p.m. on the Effective Date, Assignee assumes the 16
 Lease and agrees to timely perform and discharge all obligations and duties of Assignor under 17
 the Lease. 18

4. **Tenant Deposits.** Any Tenant deposits under the Lease shall be transferred by Assignor to 19
 Assignee as required by RCW 59.18.270. 20

5. **Attorneys’ Fees.** If Assignor or Assignee institutes suit against the other concerning this 21
 agreement, the prevailing party is entitled to court costs and reasonable attorneys’ fees. 22

 Assignor Date Assignor Date

 Assignee Date Assignee Date

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OPTION TO BUY REAL ESTATE

Dated: _____ 1

- 1. **Parties.** This Option is between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller"). 3
Seller Seller

- 2. **Option or Lease Option.** This Option is: 4
 - Part of a Lease between the Buyer (as Lessee) and the Seller (as Lessor) dated _____ . 5
Default on that Lease constitutes default on this Option. 6
 - Unrelated to any lease between the parties. 7

- 3. **Purchase Price.** The Purchase Price of the Property shall be _____ 8
_____ Dollars (\$ _____), which shall be paid in cash at closing unless 9
otherwise specified in this Option. The following shall be applied to the: Down Payment Purchase Price: 10
 - All rent paid under the above Lease; 11
 - The dollar amount filled in at Paragraph 5, below; 12
 - Other: _____ 13

- 4. **Legal Description.** The legal description of the Property is: In the above Lease; Attached as Exhibit A. 14

- 5. **Option/Time Limit.** In consideration of: The rent and terms of the above Lease, and/or 15
 \$ _____ paid by Buyer to Seller; Seller grants to Buyer, and Buyer's successors and assigns, the right 16
to buy the Property on or before _____, (the "expiration date") without grace or extension of said date. In 17
any event, the expiration date shall occur on the date prior to the expiration of Buyer or Seller's life (whichever occurs 18
later) plus twenty-one years. 19

- 6. **Notice-Exercise of Option.** Buyer may exercise this Option only by written notice personally delivered or sent by 20
certified mail, return receipt requested, to Seller at _____ 21
_____ at least 30 days in advance of the expiration date of this option. 22

- 7. **Closing.** At least 10 days before the expiration date of this Option, the Buyer shall deposit into escrow 23
with _____, the Closing Agent, all monies and documents necessary to close this 24
transaction on or before the expiration date. Within 5 days of deposit of Buyer's documents and money, Seller shall 25
deposit into escrow with said Closing Agent all documents and money required of the Seller to close this sale. 26

- 8. **Time is of the Essence.** Time is of the essence in this Option. In the event that: (a) Buyer shall fail to give notice of 27
exercise of this Option within the time provided herein; or (b) this sale shall fail to close prior to the expiration date 28
through no fault of Seller; or (c) Buyer shall fail to deposit all necessary documents and money into escrow on or 29
before the time required in paragraph 7, above, then this Option and Buyer's privilege to buy the Property shall 30
terminate and Seller shall retain the option payment set forth in paragraph 5, above. 31

- 9. **Purchase and Sale Agreement.** Buyer and Seller have completed and attached hereto a Purchase and Sale 32
Agreement. If Buyer exercises this Option, Buyer and Seller shall proceed with the transaction according to the terms 33
and conditions set forth in the attached Purchase and Sale Agreement and, unless otherwise provided therein, all 34
time periods stated therein shall run from the date Buyer gives Seller notice exercising this Option (e.g., time periods 35
for obtaining financing, inspections, and title review). In the event of conflict between this Option and the attached 36
Purchase and Sale Agreement, this Option shall control. 37

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

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OPTION TO BUY REAL ESTATE

10. Title Insurance. Within _____ days (10 days if not filled in), following mutual acceptance of this Option, Seller shall obtain, at Seller's expense, and deliver to Buyer a preliminary commitment for a standard form owner's policy of title insurance showing marketable title. The preliminary commitment is to be ordered through _____ title company. If title cannot be made marketable within _____ days (60 days if not filled in) following Buyer's receipt of said preliminary commitment, all money paid to Seller by Buyer pursuant to this Option shall, unless Buyer elects to waive such defects or encumbrances, be immediately refunded to Buyer and this Option shall thereupon be terminated. At closing of this transaction, Seller will, at Seller's expense, obtain a policy of title insurance, with homeowner's additional protection and inflation protection endorsements, if available, at no additional cost, showing marketable title. 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. Monetary encumbrances not assumed by Buyer shall be paid by Seller on or before closing.

11. Commission. In the event that this Option shall be exercised, and the sale closed, Seller agrees to pay, at closing of this sale, a commission of (fill in one and strike the other) \$_____ or _____% of the Purchase Price to _____, a licensed real estate firm. Seller and Buyer consent to Listing Brokerage Firm and/or Buyer Brokerage Firm receiving compensation from more than one party.

12. Agency Disclosure.

Buyer is represented by: Buyer Broker; Buyer Broker/Listing Broker (dual agent); unrepresented.

Seller is represented by: Listing Broker; Listing Broker/Buyer Broker (dual agent); unrepresented.

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

Buyer Date Seller Date

Buyer Date Seller Date

Buyer Brokerage Firm Listing Brokerage Firm

Buyer Broker Listing Broker

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OPTION TO BUY REAL ESTATE

STATE OF WASHINGTON) 72
)ss. 73
COUNTY OF _____) 74

I certify that I know or have satisfactory evidence that _____ 75
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and 76
acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument. 77

| | | |
|--|---|----|
| | Dated: _____ | 78 |
| | Signature: _____ | 79 |
| | Print Name: _____ | 80 |
| | Notary Public in and for the State of _____ | 81 |
| | Washington, Residing at: _____ | 82 |
| | My Appointment Expires: _____ | 83 |

(Use this space for notary stamp/seal.) 84

STATE OF WASHINGTON) 85
)ss. 86
COUNTY OF _____) 87

I certify that I know or have satisfactory evidence that _____ 88
is the person who appeared before me, and said person acknowledged that he/she/they/it signed the instrument and 89
acknowledged it to be his/her their/its free and voluntary act for the uses and purposes mentioned in the instrument. 90

| | | |
|--|---|----|
| | Dated: _____ | 91 |
| | Signature: _____ | 92 |
| | Print Name: _____ | 93 |
| | Notary Public in and for the State of _____ | 94 |
| | Washington, Residing at: _____ | 95 |
| | My Appointment Expires: _____ | 96 |

(Use this space for notary stamp/seal.) 97

RECEIPT FOR EARNEST MONEY

This Receipt is for Earnest Money received as part of the Purchase and Sale Agreement dated _____ 1
between _____ ("Buyer") 2
Buyer Buyer
and _____ ("Seller") 3
Seller Seller
concerning _____ (the "Property"). 4
Address City State Zip

On _____, the undersigned received earnest money from Buyer in the amount 5
of \$ _____ by personal check cashier's checks promissory note cash 6
 other (_____). 7

Print Name 8

Firm (Company) 9

Signature 10

Buyer Broker 11

Closing Agent 12

Other _____ 13

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following 14
receipt, regardless of the terms of the Purchase and Sale Agreement. 15

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NOTICE

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

between _____ ("Buyer") 2
Buyer Buyer

and _____ ("Seller") 3
Seller Seller

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

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Date _____ Date 14

ISO

NOTICE OF TERMINATION OF AGREEMENT FOR FAILURE TO PAY EARNEST MONEY

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

Notice of Termination of Agreement for Failure to Pay Earnest Money. Buyer failed to timely deliver the Earnest 5
Money pursuant to the agreement. Seller, therefore, hereby elects to terminate the Agreement. 6

Seller Date Seller Date 7

FAILURE TO CLOSE – NOTICE OF TERMINATION BY BUYER

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

Failure to Close – Notice of Termination by Buyer. Closing has failed to occur by the Closing Date through no fault 5
of Buyer. Therefore, Buyer hereby elects to terminate the Agreement and demands return of the Earnest Money. 6

Buyer Date _____
Buyer Date 7

**FAILURE TO CLOSE
NOTICE OF TERMINATION BY SELLER – SELLER TO KEEP EARNEST MONEY**

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

Failure to Close – Notice of Termination by Seller – Seller to Keep Earnest Money. The transaction 5
contemplated by the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller 6
hereby elects to terminate the Agreement and shall be entitled to retain the Earnest Money as Seller's sole remedy. 7

Seller Date Seller Date 8

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**FAILURE TO CLOSE
NOTICE OF TERMINATION BY SELLER – SELLER TO ELECT REMEDIES**

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

Failure to Close – Notice of Termination by Seller – Seller to Elect Remedies. The transaction contemplated by 5
the Agreement has failed to close by the Closing Date through no fault of Seller. Therefore, Seller hereby elects to 6
terminate the Agreement and shall be entitled to remedies as provide for in the Agreement. 7

Seller Date Seller Date 8

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MULTI-FAMILY 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; Wire; Other _____
 Delivery Date _____ days after mutual acceptance; to be held by Buyer Brokerage Firm; Closing Agent
- 8. **Default:** (check only one) Forfeiture of Earnest Money; Seller's Election of Remedies
- 9. **Title Insurance Company:** _____
- 10. **Closing Agent:** _____
Company Individual (optional)
- 11. **Closing Date:** _____; **Possession Date:** on Closing; Other _____
- 12. **Services of Closing Agent for Payment of Utilities:** Requested (attach NWMLS Form 22K); Waived
- 13. **Charges/Assessments Levied Before but Due After Closing:** assumed by Buyer; prepaid in full by Seller at Closing
- 14. **Seller Citizenship (FIRPTA):** Seller is; is not a foreign person for purposes of U.S. income taxation
- 15. **Agency Disclosure:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
 Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
- 16. **Addenda:** _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Seller Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Seller E-mail Address _____

EXIT Real Estate Professionals **411**
Buyer Brokerage Firm _____ MLS Office No. _____

Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____
509-535-8400 **509-535-2123**
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Listing Broker (Print) _____ MLS LAG No. _____
Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

frontdesk@exitofspokane.com
Firm Document E-mail Address _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Listing Broker E-mail Address _____

Buyer Broker DOL License No. _____ **17684** Firm DOL License No. _____

Listing Broker DOL License No. _____ Firm DOL License No. _____

ISS

MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- 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 disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above 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

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



MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

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

f. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. Seller shall deliver keys 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 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. 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. Seller shall not enter into or modify existing rental agreements or leases (except that Seller may modify or terminate residential rental agreements or leases in the ordinary course of Seller's business), 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.

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. This requirement may be applicable to the Property. 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. At Closing, security, cleaning, and any other unearned deposits or other reserves, shall be assigned or delivered to Buyer. Rents collected from each tenant after Closing shall be applied first to rentals due most recently from such tenant for the period after Closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to

MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

Closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. 115
Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds 116
necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and 117
addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification 118
of Utilities or equivalent). 119

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 120
other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 121
are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 122
as agreed in Specific Term No. 13. 123

i. **Sale Information.** Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 124
terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 125
else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 126
and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 127
and copies of documents concerning this sale. 128

j. **Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 129
income taxation in Specific Term No.14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 130
under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 131
within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 132
transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 133
to the Internal Revenue Service. 134

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 135
give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 136
Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 137
this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 138
Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 139
is terminated and the Earnest Money shall be refunded to Buyer. 140

k. **Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or 141
counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 142
only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 143
must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 144
Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 145
17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, 146
and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and 147
Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 148

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or 149
document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 150
Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 151
on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 152
e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 153
Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document. 154

l. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in 155
this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 156
calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 157
holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 158
Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, 159
shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar 160
date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 161
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 162
Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 163
Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 164
Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving 165
forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 166
legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 167
computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 168
the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 169

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MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

- 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.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counter-offer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- 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.

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

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MULTI-FAMILY PURCHASE AND SALE AGREEMENT
General Terms

- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- 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 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.

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

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____

2. **Buyer:** _____
Buyer Buyer Status

3. **Seller:** _____
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; Wire; Other _____

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

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

9. **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:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented

16. **Addenda:** _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

City, State, Zip _____

Phone No. _____ Fax No. _____

Phone No. _____ Fax No. _____

Buyer E-mail Address
EXIT Real Estate Professionals 411

Seller E-mail Address _____

Buyer Brokerage Firm _____ MLS Office No. _____

Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____
509-535-8400 509-535-2123

Listing Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

frontdesk@exitofspokane.com

Firm Document E-mail Address _____

Firm Document E-mail Address _____

Listing Broker E-mail Address _____

Buyer Broker E-mail Address _____

Buyer Broker DOL License No. _____ Firm DOL License No. **17684**

Listing Broker DOL License No. _____ Firm DOL License No. _____

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

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- 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 disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- 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

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

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

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

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

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

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 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). 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

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

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

- 1.16.050 or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). Time is of the essence of this Agreement.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party pursuant to General Term h. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- o. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name, 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, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term h. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- p. 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.
- q. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- r. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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

- Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 164 165
- 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. 166 167 168
- 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. 169 170 171 172
- 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. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193
- 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. 194 195 196 197
- 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. 198 199 200 201 202
- 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. 203 204 205
- 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. 206 207 208 209 210 211 212 213

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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**NOTICE OF TERMINATION
(DISAPPROVAL OF PARK RULES AND REGULATIONS – FORM 23)**

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

Notice of Termination (Disapproval of Park Rules and Regulations – Form 23). Buyer hereby gives notice to 5
Seller that Buyer disapproves the mobile home park rules and regulations and, therefore, elects to terminate the 6
Agreement. 7

Buyer _____ Date _____ Buyer _____ Date _____ 8

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**NOTICE OF TERMINATION
(UNABLE TO ASSUME LEASE – FORM 23)**

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

Notice of Termination (Unable to Assume Lease – Form 23). Buyer hereby gives notice to Seller that Buyer is 5
unable to assume the lease of the property on which the Property is located and, therefore, elects to terminate the 6
Agreement. 7

Buyer Date Buyer Date 8

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VACANT LAND 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. **Purchase Price:** \$ _____ Dollars
- 6. **Earnest Money:** \$ _____ Check; Note; Wire; Other _____
Delivery Date _____ days after mutual acceptance; to be held by Buyer Brokerage 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:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented
- 17. **Addenda:** _____

Buyer Signature _____ Date _____
 Buyer Signature _____ Date _____
 Buyer Address _____
 City, State, Zip _____
 Buyer Phone No. _____ Fax No. _____
 Buyer E-mail Address _____
EXIT Real Estate Professionals 411
 Buyer Brokerage Firm _____ MLS Office No. _____
 Buyer Broker (Print) _____ MLS LAG No. _____
509-535-8400 509-535-2123
 Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____
frontdesk@exitofspokane.com
 Firm Document E-mail Address _____
 Buyer Broker E-mail Address _____
 _____ **17684**
 Buyer Broker DOL License No. _____ Firm DOL License No. _____

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

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VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, 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 disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.

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 Buyer 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

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

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VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

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.

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 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.

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.

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).

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.

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

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") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

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

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

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- 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 Buyer Broker, or at the licensed office of Buyer 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 Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). 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.
- 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. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- 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.
- 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.
- 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:
- 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.
- 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.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.

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

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VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- 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.
- 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.
- s. **Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. 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. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term u.

Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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

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VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. 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.

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

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CONDOMINIUM PURCHASE AND SALE AGREEMENT
Specific Terms

1. **Date:** _____ **MLS No.:** _____ **Offer Expiration Date:** _____

2. **Buyer:** _____
Buyer Buyer Status

3. **Seller:** _____
Seller Seller

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

Residential Condominium: _____ **Parking No.:** _____ **Storage No.:** _____

Address City County State Zip

Declaration Recording No.: _____; attached as Exhibit A; not available, attach 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; Wire; Other _____

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

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

9. **Title Insurance Company:** _____

10. **Closing Agent:** _____
Company Individual (optional)

11. **Closing Date:** _____; **Possession Date:** on Closing; Other _____

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

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

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

15. **New Construction or Conversion:** is (attach NWMLS Form 29); is not

16. **Public Offering Statement or Resale Certificate:** 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:** Buyer represented by: Buyer Broker; Buyer/Listing Broker (dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (dual agent); unrepresented

19. **Addenda:** _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Seller Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Seller E-mail Address _____

EXIT Real Estate Professionals 411
Buyer Brokerage Firm _____ MLS Office No. _____

Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____
509-535-8400 509-535-2123

Listing Broker (Print) _____ MLS LAG No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

Firm Phone No. _____ Broker Phone No. _____ Firm Fax No. _____

frontdesk@exitofspokane.com

Firm Document E-mail Address _____

Firm Document E-mail Address _____

Buyer Broker E-mail Address _____

Listing Broker E-mail Address _____

17684

Buyer Broker DOL License No. _____ Firm DOL License No. _____

Listing Broker DOL License No. _____ Firm DOL License No. _____

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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

- a. Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- 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 disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.
- 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.

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

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

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

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

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

- h. **Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility 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

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

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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 112 113

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. 114 115 116 117

i. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale. 118 119 120 121 122

j. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. 123 124 125 126 127 128

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. 129 130 131 132 133 134

k. Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice. 135 136 137 138 139 140 141 142

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). 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. 143 144 145 146 147 148 149

l. Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement. 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166

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

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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

- 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.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- s. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- t. Agency Disclosure.** Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."
- u. Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Brokerage Firm's commission shall be apportioned between Listing Brokerage Firm and Buyer Brokerage Firm as specified in the listing. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- 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.

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

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CONDOMINIUM PURCHASE AND SALE AGREEMENT
General Terms

- w. Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- 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. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 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, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Buyer and Seller acknowledge that home protection plans may be available which may provide additional protection and benefit to Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.
- y. 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.
- 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.
- 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.

Buyer's Initials Date

Buyer's Initials Date

Seller's Initials Date

Seller's Initials Date

CONDOMINIUM RESALE CERTIFICATE

Unit No. _____ 1

In the: _____ Condominium 2

Buyer: _____ 3

Buyer

Buyer

Instructions: This form or a statutory equivalent must be prepared by the association, its officer, or its authorized agent. It cannot be prepared by the real estate broker. The preparer must answer each question and attach every exhibit listed. The preparer and unit owner must sign this certificate. If there is insufficient space below to fully answer any question, or there is additional information which would affect any answer, the preparer should include this in Section 17 (Remarks). 4
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A buyer is not liable for any unpaid assessment or fee against the unit greater than the amount set forth below, unless the buyer had actual knowledge of a greater amount or the amount was assessed after the date of this certificate. A unit owner is not liable to a purchaser for the failure or delay of the association to provide the certificate in a timely manner, but the purchaser's contract is voidable by the purchaser until the certificate has been provided and for five days thereafter or until conveyance, whichever occurs first. 8
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The information furnished is based on the books and records of the association and the actual knowledge of the preparer. Neither the association nor the preparer warrants the accuracy of this information, and neither assumes any obligation to update it. 12
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1. **RIGHT OF FIRST REFUSAL/RESTRAINT ON ALIENATION.** There is; is not a right of first refusal or other restraint on sale of the unit. If there is, it is set forth: in section(s) _____ of the attached declaration; or other (describe): 14
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2. **ASSESSMENT** 19

(a) The current monthly common expense assessment for the unit is \$ _____ 20

(b) Past due and unpaid monthly common expense assessments against the unit total \$ _____ 21

(c) There are special assessments levied against the unit totaling \$ _____, of which \$ _____ is past due, and the balance is payable per month other (describe): 22
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(d) In addition to the monthly and special assessments in 2b & c above, \$ _____ is past due and unpaid against the unit for (describe): 27
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3. **DELINQUENT ASSESSMENTS RECEIVABLE.** As of _____ (must be a date within the past 45 days) there are monthly assessments and/or special assessments against units in the association that are past due over 30 days, as follows: none; totaling \$ _____ 31
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4. **DELINQUENT ASSOCIATION OBLIGATIONS.** As of _____ (must be a date within the past 45 days) there are bills or other obligations of the _____ association which are past due over 30 days, as follows: none; totaling \$ _____ 34
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5. **FEES.** The following fees are payable by unit owners: fines for violation of rules; late payments; move-in; resale certificate; record copying; parking; storage; rental of units; use of common facilities (describe): 37
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Other: (describe): 41
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date



CONDOMINIUM RESALE CERTIFICATE
Continued

- 6. ANTICIPATED REPAIRS OR REPLACEMENT COSTS.** 44
- (a) There are; are not anticipated repair or replacement costs in excess of 5% of the annual budget of the association that have been approved by the board of directors. 45
46
If there are, the amount is \$ _____ 47
- (b) The association has cash reserves for repairs and/or replacements, as follows: 48
 none; \$ _____. If a dollar amount is filled in, then none; \$ _____ 49
of those reserves has been designated by the association for the following projects (describe): 50
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- 7. JUDGMENTS AND SUITS.** There are unsatisfied judgments against the Association, as follows: 53
 none; totaling \$ _____ 54
- 8. PENDING SUITS.** There are pending suits or legal proceedings in which the association is a party: none; as follows 55
(state parties, nature of the suit(s), amounts claimed, and the status of the suit): 56
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58
- 9. ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION.** There are; are not any alterations or improvements to the unit or to the limited common elements assigned to the unit that violate the declaration. If there are, please describe: 59
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- 10. DECLARANT UNITS/OCCUPANCY.** 64
- (a) There are _____ units in the association that are owned by the declarant/developer. 65
- (b) The declarant/developer transferred control of the association to the unit owners on _____; 66
 has not transferred control of the association. 67
- (c) Of the total number of units in the association, _____ are principal residences of the owners; _____ 68
are second or recreational homes; _____ are rented; and _____ are vacant. 69
- (d) There is; is not any one person or entity that owns more than 10% of the total units in the association. If there are, the owners' names and the number of units they own are: 70
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- 11. CODE VIOLATIONS.** The unit, the limited common elements assigned to the unit, or any other portion of the condominium do; do not violate health or building codes. If there are any violations, please describe: 75
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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CONDOMINIUM RESALE CERTIFICATE

Continued

- 12. LEASES.** 80
- (a) The title of the unit is held in fee simple; leasehold. 81
 - (b) There is; is not any leasehold estate affecting the association. If there is, please describe (including any extension or renewal provisions thereof): 82
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- 13. FINANCING APPROVAL.** The condominium has been approved for financing by (check as appropriate): FNMA; 87
 FHLMC; VA; FHA. 88
- 14. INSURANCE.** 89
- (a) The insurance agent for the association's master policy is: 90
Name: _____ 91
Address: _____ 92
Phone: _____ 93
 - (b) Describe any insurance coverage the association provides for the benefit of unit owners (e.g. apartment furnishings, cabinets, appliances, water leaking from the unit into another unit, etc.). 94
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- 15. WARRANTIES AND WARRANTY CLAIMS.** 98
- (a) The units are; are not covered by a qualified warranty. 99
 - (b) The common elements are; are not covered by a qualified warranty. 100
 - (c) Claims have; have not been made under the warranty. If claims have been made, for each, please describe: 101
 - (i) The type of claim that was made; 102
 - (ii) The resolution of the claim; 103
 - (iii) The type of repair performed; 104
 - (iv) The date of the repair; 105
 - (v) The cost of the repair; and 106
 - (vi) The name of the person or entity who performed the repair. 107
- 16. EXHIBITS.** The following exhibits must be attached: 108
- (a) Condominium declaration, and any amendments thereto, showing recording numbers. 109
 - (b) Condominium bylaws, and any amendments thereto. 110
 - (c) Condominium rules and regulations, and any amendments thereto. 111
 - (d) Annual financial statement of the association, including the audit report if it has been prepared, for the year immediately preceding the current year. 112
113
 - (e) A balance sheet and revenue and expense statement of the association, prepared on an accrual basis, which shall be current to within 120 days. 114
115
 - (f) Current operating budget of the association. 116
 - (g) Association current reserve study. Check the box that applies: 117
 - (i) The association's current reserve study is attached. 118
 - (ii) This association does not have a current reserve study. The lack of a current reserve study poses certain risks to you, the purchaser. Insufficient reserves may, under some circumstances, require you to pay on demand as a special assessment your share of common expenses for the cost of major maintenance, repair, or replacement of a common element. 119
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Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

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CONDOMINIUM RESALE CERTIFICATE
Continued

17. **REMARKS.** (The preparer should use the following space to complete any answers and/or to provide any additional information which will affect the answers to the above questions. If more space is needed, add additional sheets).

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Date: _____

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I certify under penalty of perjury that I am the _____ of the association. I am authorized to make this certificate on behalf of the association. To the best of my knowledge and belief, the foregoing is true and correct.

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Association By _____
Preparer

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I certify under penalty of perjury that, to the best of my knowledge and belief, the foregoing is true and correct.

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Unit Owner/Seller

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Note: Buyer understands that the real estate broker(s), if any, has not researched this information and is not qualified to advise on or interpret it. Buyer should seek independent legal, financial and/or other professional counsel with any questions or concerns.

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I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed.

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Buyer Date

Buyer Date

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**NOTICE OF TERMINATION
(RESALE CERTIFICATE UNACCEPTABLE - FORM 28)**

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

Notice of Termination (Resale Certificate Unacceptable - Form 28). Buyer hereby gives notice that Buyer 5
disapproves the Resale Certificate and, therefore, elects to terminate the Agreement. In addition, Buyer hereby 6
demands the return of the Earnest Money. 7

Buyer Date Buyer Date 8

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NWMLS "SPEAK-UP"

- Suggestion is for: 1
- Discover Website 2
- Matrix 3
- Forms 4
- Xpress Forms 5
- NW Reporter 6
- Other: _____ 7

Date: _____ 8

Suggestion: 9
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Specific Example(s) – often helps to clarify: 15
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Broker Name: _____ 21
NWMLS Office #: _____ 22
Office Phone#: _____ 23
Email Address: _____ 24

Thank you for your participation; letting us know ways we can serve you better!

NWMLS

11430 NE 120th Street • Kirkland, WA 98034 • Fax: 425-821-3705 or 1-888-821-3705

Please return this form to NWMLS

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