

**ASSIGNMENT OF BUYER'S INTEREST IN
 PURCHASE AND SALE AGREEMENT**

This Assignment of Buyer's Interest in Purchase and Sale Agreement ("Assignment") is made 1
 by _____ ("Assignor") 2
Assignor Assignor
 and _____ ("Assignee") 3
Assignee Assignee
 with regard to _____ (the "Property"). 4
Address City State Zip

Assignor is the Buyer of the Property pursuant to the Purchase and Sale Agreement dated 5
 _____ (the "Agreement"). 6

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby 7
 acknowledged, the parties agree as follows: 8

1. **Assignment and Assumption.** Assignor hereby assigns to Assignee, subject to the terms of this 9
 Assignment, all of Assignor's right, title and interest in and to the Agreement, and Assignee 10
 hereby assumes all of Assignor's obligations. 11
2. **Representations of Assignor.** Assignor hereby represents and warrants that the document 12
 attached hereto as Exhibit "A" is a true and correct copy of the Agreement, together with all 13
 addenda and amendments thereto, and that as of the date hereof, the Agreement is in full force 14
 and effect, without default by either party thereto, and that there have been no modifications or 15
 revisions to the Agreement not reflected in the attached Exhibit "A." Furthermore, Assignor 16
 represents that Assignor has obtained any consent required to make this Assignment as required 17
 by the Agreement or that the Agreement contains a provision that permits this Assignment. 18
3. **Assignee to Release and Hold Assignor Harmless.** Assignee hereby releases, and agrees to 19
 indemnify and hold Assignor harmless from all claims or liability whatsoever arising from or 20
 related to Assignee's conduct with respect to the Agreement and the Property. Notwithstanding 21
 the foregoing, the parties acknowledge that this Assignment is a simple assignment of Assignor's 22
 rights and interest in the Agreement and that this Assignment does not relieve Assignor of 23
 Assignor's duties and obligations under the Agreement. 24
4. **Delivery of Documents.** Assignor shall deliver to Assignee all studies, reports, documents, title 25
 reports and title documentation, engineering or architectural drawings, governmental applications, 26
 permits, licenses or approvals, appraisals and any other information in Assignor's possession or 27
 available to Assignor which pertain in any way whatsoever to the Property, including without 28
 limitation, the condition thereof and/or any present or potential development and/or use of the 29
 Property (all of which, together with subsequent additions to or revisions of such documents 30
 being collectively referred to as the "Development Documents"). Assignor hereby assigns to 31
 Assignee all of Assignor's right, title and interest in the Development Documents. 32
5. **Further Action.** The parties shall take whatever further action is necessary to complete the 33
 purpose of this Assignment. 34
6. **Entire Agreement.** This Agreement contains the entire understanding between the parties and 35
 supersedes any prior understandings and agreements between them respecting the subject 36
 matter hereof. There are no other representations, agreements, arrangements or understandings, 37
 oral or written, between and among the parties hereto or any of them, relating to the subject 38
 matter of this Agreement. 39

 Assignor's Initials Date Assignor's Initials Date Assignee's Initials Date Assignee's Initials Date

COOPERATIVE APARTMENT ADDENDUM TO PURCHASE AND SALE AGREEMENT

*This form is an addendum to the
Residential Real Estate Purchase and Sale Agreement (NWMLS Form 21)*

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.** General Term d, Condition of Title, is deleted. The Property is Apartment No. _____ 5
in the _____ Cooperative Apartments as described in the Legal 6
Description in the Agreement. Seller leases the Property from _____ 7
Cooperative Association ("Association"). Seller warrants that the building and land 8
where the Property is located is owned by the Association, free and clear of all encumbrances and debts (other 9
than current utility charges, insurance premiums, property taxes and similar debts) except: 10
 none _____ . 11
2. **Lease.** Seller warrants that Seller's lease of the Property is valid and that there are no encumbrances or claims 12
against the same. A copy of said lease is attached to this Agreement. At Closing, Seller agrees to assign Seller's 13
lease of the Property to Buyer free and clear of any encumbrances or claims except as noted above. The last 14
sentence of General Term c, Included Items, is deleted and Seller shall not be required to acquire and clear title 15
to any leased or encumbered Included Items. If the Association issues stock to its members, then at Closing, 16
Seller's stock certificate shall be submitted to the Association for reissue in Buyer's name. 17
3. **Seller Financing.** If some portion of the Purchase Price is financed by Seller, the parties shall attach the 18
Payment Terms Addendum (NWMLS Form 22C). If a stock certificate is reissued in Buyer's name, the parties 19
shall execute escrow instructions to the Collection Account identified in Form 22C to hold said certificate until full 20
payment of funds due and owing have been received by the Collection Account. 21
4. **Co-op Review Contingency.** This Agreement and the rights of the parties are subject to the attached Articles of 22
Incorporation, Bylaws and Rules of the Association ("Association Documents"). If Buyer, in Buyer's sole 23
discretion, does not give notice of disapproval of the Association Documents within _____ days (5 days if 24
not filled in) of mutual acceptance, then this review contingency period shall conclusively be deemed satisfied 25
(waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money 26
shall be refunded to Buyer. 27
5. **Maintenance Fee.** Seller warrants that the current maintenance fee charged by the Association for the Property 28
is \$ _____ per month. There is; is not an outstanding special assessment by the 29
Association over and above said maintenance fee. If there is, the unpaid balance thereof is approximately 30
\$ _____ and it will be paid by Seller at Closing; will be assumed by Buyer. 31
6. **Co-op Approval.** If the Bylaws of the Association require that this sale to be approved by the Association, this 32
Agreement is contingent on and Seller shall immediately apply for such approval. If the Association does not 33
approve the sale within _____ days (20 days if not filled in) of mutual acceptance, this Agreement shall 34
terminate and the Earnest Money shall be refunded to Buyer. 35

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

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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

2. Sellers to have the carpets professionally cleaned prior to closing at Seller's expense. 7
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3. Selling Broker is related to Buyer. 9
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4. Buyer is a licensed real estate broker in the state of Washington. 11
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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. 14
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ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged. 31

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

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**

Continued

4. NEW PURCHASE PRICE.

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. 42 43

Purchase Price of Competing Offer (or the maximum purchase price of the Competing Offer if it contains an escalation provision)	\$ _____	44 45 46
Less Credits (if any) to Buyer in Competing Offer	\$ _____	47
Plus Credits (if any) to Seller in Competing Offer	\$ _____	48
Competing Offer Net Purchase Price	\$ _____	49
Plus Escalation Amount (this offer)	\$ _____	50
Plus Credits (if any) to Buyer (this offer)	\$ _____	51
Less Credits (if any) to Seller (this offer)	\$ _____	52
New Purchase Price	\$ _____	53

b. Notice to Seller – New Purchase Price.

- i. If the new Purchase Price calculated by Seller is incorrect, Buyer may deliver notice to Seller of that fact within _____ days (3 days if not filled in) of receipt of the Competing Offer. 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

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 NO COMPETING OFFER. Buyer hereby gives notice that Seller failed to provide Buyer 6
with a Competing Offer to escalate the Purchase Price as required by Paragraph 3(a) of Form 35E. 7

Buyer Date Buyer Date 8

BUYER'S NOTICE OF NON-QUALIFYING COMPETING OFFER. Buyer hereby gives notice that the offer used 9
to escalate the Purchase Price does not qualify as a Competing Offer under Paragraph 2 of Form 35E. 10

Buyer Date Buyer Date 11

BUYER'S NOTICE OF NEW PURCHASE PRICE. Buyer hereby gives notice that the new Purchase Price 12
calculated by Seller in Paragraph 4 of Form 35E is incorrect. The new Purchase Price is calculated as follows: 13

Purchase Price of Competing Offer \$ _____ 14
(or the maximum purchase price of the Competing Offer 15
if it contains an escalation provision) 16

Less Credits (if any) to Buyer in Competing Offer \$ _____ 17

Plus Credits (if any) to Seller in Competing Offer \$ _____ 18

Competing Offer Net Purchase Price \$ _____ 19

Plus Escalation Amount (this offer) \$ _____ 20

Plus Credits (if any) to Buyer (this offer) \$ _____ 21

Less Credits (if any) to Seller (this offer) \$ _____ 22

New Purchase Price \$ _____ 23

Buyer Date Buyer Date 24

SELLER'S NOTICE OF TERMINATION. Buyer provided notice that: the offer used to escalate the Purchase 25
Price does not qualify as a Competing Offer under Paragraph 2 of Form 35E; the new Purchase Price calculated 26
by Seller in Paragraph 4 of Form 35E is incorrect. Seller therefore elects to terminate the Agreement and instructs 27
the party holding the Earnest Money to disburse the Earnest Money to Buyer. 28

Seller Date Seller Date 29

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

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**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

RESERVATION AGREEMENT
(ATTACH A PURCHASE & SALE AGREEMENT)

Buyer Buyer ("Buyer") 1

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

(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

_____ 14	_____ 14
Buyer	Seller
_____ 15	_____ 15
Buyer	Seller
_____ 16	_____ 16
Buyer Brokerage Firm	Listing Brokerage Firm
_____ 17	_____ 17
Buyer Broker	Listing Broker

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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

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RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 9. RELEASE OF REAL ESTATE FIRMS.** Landlord and Tenant release all real estate firms and brokers involved with this Agreement between Landlord and Tenant and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 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. 59-60
 - (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. 62-63
 - (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. 65-66
- 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

123

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 Landlord (Buyer). If the sale does not close, then this Agreement is void. 10 11

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

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

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

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

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

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

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. 31 32 33

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

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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) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the Brokers are not responsible for ensuring that Lessor complies with RCW 19.27.530. Lessor and Tenant shall hold the Brokers and their Firms harmless from any claim resulting from Lessor's failure to install a carbon monoxide alarm(s) in the Property. 87-91
- 14. SMOKE DETECTOR.** Tenant acknowledges and Lessor certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Tenant's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Lessor makes the following disclosures: 92-96
- (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 attached to this Agreement. 104
 The building does not have an emergency notification plan for occupants. 105
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 107
 The building does not have an emergency relocation plan for occupants. 108
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 110
 The building does not have an emergency evacuation plan for occupants. 111
- Tenant hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 112-113
- 15. AGENCY DISCLOSURE.** If real estate brokers are involved in this transaction, then at the signing of this Agreement, Listing Broker represents Lessor; both Lessor and Tenant. Tenant's Broker represents Lessor; Tenant; both Lessor and Tenant; neither Lessor nor Tenant. Tenant's Firm, Tenant's Firm's Designated Broker, Tenant's Broker's Branch Manager (if any) and Tenant's Broker's Managing Broker (if any) represent the same party that Tenant's Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Tenant's Broker and Listing Broker are different persons affiliated with the same Firm, then both Lessor and Tenant confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Tenant's Broker and Listing Broker are the same person representing both parties then both Lessor and Tenant confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 114-127
- 16. ATTORNEYS' FEES.** If Lessor or Tenant institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 128-129

Tenant's Initials Date _____ Date _____ Date _____ Date

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. 130-138
- 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." 136-138
- 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. 139-143
- 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. 144-147
- 21. MOLD DISCLOSURE.** Tenant acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 148-149

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

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
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8. **Noise/Nuisance.** Tenant shall keep TV, stereo, radio and musical instrument volumes low enough so that no noise whatsoever shall escape from the Property. Tenant shall not create or permit any other nuisance on the Property. 175
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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

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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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
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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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
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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

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**MOVE-IN / MOVE-OUT ADDENDUM TO
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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

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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

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

City State Zip County 5

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

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

(Use this space for notary stamp/seal.)	Dated: _____	78
	Signature: _____	79
	Print Name: _____	80
	Notary Public in and for the State of Washington, Residing at: _____	81 82
	My Appointment Expires: _____	83 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

(Use this space for notary stamp/seal.)	Dated: _____	91
	Signature: _____	92
	Print Name: _____	93
	Notary Public in and for the State of Washington, Residing at: _____	94 95
	My Appointment Expires: _____	96 97

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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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**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

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 _____

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 _____

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

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. _____



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. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).

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

i. Sale Information. Listing Broker and 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.

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.

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.

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.

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.

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.

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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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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

**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 _____

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 _____

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. 112-116
- 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. 117-120
- 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. 121-123
- 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: 124-125
- 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. 126-127
- 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. 128-131
- 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. 132-134
- 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. 135-139
- 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. 140-145
- 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. 146-148
- 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." 149-156
- 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 157-163

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

**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

**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

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

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. 57
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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. 60
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f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 70
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g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 77
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Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12. 89
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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. 93
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i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") 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. 98
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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. 104
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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

- 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. 163-167
 - 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. 169-171
 - 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." 172-181
 - 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. 182-190
 - 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. 191-210
- 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. 211-212
- 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. 213-216

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

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. _____

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

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

Continued

6. ANTICIPATED REPAIRS OR REPLACEMENT COSTS.	44
(a) There <input type="checkbox"/> are; <input type="checkbox"/> 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
If there are, the amount is \$ _____	46
_____	47
(b) The association has cash reserves for repairs and/or replacements, as follows:	48
<input type="checkbox"/> none; <input type="checkbox"/> \$ _____ . If a dollar amount is filled in, then <input type="checkbox"/> none; <input type="checkbox"/> \$ _____	49
of those reserves has been designated by the association for the following projects (describe):	50
_____	51
_____	52
7. JUDGMENTS AND SUITS. There are unsatisfied judgments against the Association, as follows:	53
<input type="checkbox"/> none; <input type="checkbox"/> totaling \$ _____	54
8. PENDING SUITS. There are pending suits or legal proceedings in which the association is a party: <input type="checkbox"/> none; <input type="checkbox"/> as follows (state parties, nature of the suit(s), amounts claimed, and the status of the suit):	55
_____	56
_____	57
_____	58
9. ALTERATIONS OR IMPROVEMENTS THAT VIOLATE THE DECLARATION. There <input type="checkbox"/> are; <input type="checkbox"/> 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
_____	60
_____	61
_____	62
_____	63
10. DECLARANT UNITS/OCCUPANCY.	64
(a) There are _____ units in the association that are owned by the declarant/developer.	65
(b) The declarant/developer <input type="checkbox"/> transferred control of the association to the unit owners on _____;	66
<input type="checkbox"/> 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 <input type="checkbox"/> is; <input type="checkbox"/> 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
_____	71
_____	72
_____	73
_____	74
11. CODE VIOLATIONS. The unit, the limited common elements assigned to the unit, or any other portion of the condominium <input type="checkbox"/> do; <input type="checkbox"/> do not violate health or building codes. If there are any violations, please describe:	75
_____	76
_____	77
_____	78
_____	79

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



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
83
84
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86
- 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
95
96
97
- 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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121
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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). 123
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Date: _____ 145

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. 146
147
148

_____ Association By _____ Preparer 149

I certify under penalty of perjury that, to the best of my knowledge and belief, the foregoing is true and correct. 150

_____ Unit Owner/Seller 151

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. 152
153
154

I acknowledge receipt of the above Resale Certificate, including each of the exhibits listed. 155

Buyer Date Buyer Date

183

**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

10
11
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13
14

Specific Example(s) – often helps to clarify: 15

16
17
18
19
20

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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