

FORMS LIST

“P” Forms are found in the “Pamphlets” folder
 “SAR” Forms are found in the “Spokane” folder
 All other forms are found in the “All Statewide Forms” folder

Note: If you have forms questions, look in the “Forms Manuals” folder for manuals on all of the forms.

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PSA Transaction Forms Cheat Sheet

The following forms are suggested for use on the average residential purchase transaction (*Listing Broker should consider executing these at the time listing and upload into Associated Docs):

- _____ Law of Real Estate Agency Pamphlet
- _____ Form 21 – Residential Purchase & Sale Agreement
- _____ *Exhibit A – Legal Description
- _____ Form 22A – Financing Addendum (unless cash or seller financed transaction in which case use Form 22C)
- _____ Form 22D – Optional Clauses Addendum
- _____ *Form 22E – FIRPTA Certification
- _____ Form 22EF – Evidence of Funds Addendum
- _____ *Form 22K – Identification of Utilities Addendum (unless waived in paragraph 15 of PSA Form 21)
- _____ Form 22T – Title Contingency Addendum
- _____ Form 22VV – Homeowner Insurance Addendum
- _____ Form 35 – Inspection Addendum to PSA Form 21 **or** 35W – Inspection Waiver Addendum
- _____ Form 41D – Inspector Referral Disclosure (if applicable)
- _____ *SAR-SA - Spokane Addendum
- _____ SAR-BR - Spokane Buyer Representation Agreement
- _____ *Form 17 – Seller Disclosure Statement - have buyer sign SDS upon Receipt, and always keep separate from all other transaction documents!
- _____ *Wire Fraud Alert
- _____ Form 89 – Earnest Money Receipt (if you touch it, you must receipt it!)
- _____ *Rules of Engagement

If applicable also add:

- _____ Form 22AA – Appraisal Addendum (e.g., on cash deal where buyer wants to have an appraisal done)
- _____ Form 22AD – Increased Down Payment for Low Appraisal
- _____ Form 22B – Buyer’s Home Contingency Addendum (if sale will be contingent upon buyer selling home)
- _____ Form 22C – Seller Financing Addendum
- _____ Form 22CIC – Common Interest Community
- _____ **Form 22F – For Your Protection: “Get a Home Inspection” (if buyer is securing FHA financing)**
- _____ **Form P2 - Lead Paint Hazards Pamphlet (give to buyer if house was built prior to 1978)**
- _____ *Form 22J – Disclosure of Information on Lead Based Paint and

Hazards (get from listing agent with seller's disclosures if house was built prior to 1978)

- _____ Form 22L – Lease Review addendum
- _____ **Form 22LA – Land & Acreage Addendum**
- _____ **Form 22MH – Manufactured Home Addendum**
- _____ Form 22Q – Buyer's Pending Sale of Property Contingency Addendum (if sale will be contingent upon the buyer closing the sale of their home)
- _____ Form 22RA – Attorney Review Addendum
- _____ Form 22R – Well Addendum
- _____ Form 22S – Septic Addendum
- _____ Form 22SI – Sewer Inspection Addendum (if buyer is waiving the home inspection, but wants to inspect the sewer line)
- _____ Form 22SS – Short Sale Addendum to Purchase & Sale Agreement
- _____ Form 22TS – Survey Contingency Addendum
- _____ 22Z – Additional Signer Addendum
- _____ Form 26 & 26A – Presale Addenda
- _____ Form 31 – Earnest Money Promissory Note
- _____ Form 33 – Cooperative Apartment Addendum
- _____ Form 34 – General Addendum (Blank) – this is the addendum that you should use sparingly and only with your broker's approval upon review as it is otherwise known as the "Come Sue Me" form!
- _____ Form 35E – Escalation Addendum
- _____ Form 35F – Feasibility Contingency Addendum (could use, but might want to use Spokane Land & Acreage Addendum if feasibility is on land transaction)
- _____ Form 35N – Neighborhood Review Contingency Addendum (to be used if Form 35 – Inspection Addendum to PSA is not being used – e.g., buyer is not having home inspection, but wants to check out the neighborhood)
- _____ Form 35P – Pre-Inspection Addendum
- _____ Form 38A – "Back-Up" Addendum to PSA (if buyer's agreement will be in back-up position)
- _____ Form 39 – Second Buyer's Addendum (use in conjunction with acceptance of bump offer)
- _____ Form 41C – Buyer Brokerage Firm Compensation (if checked the box "Other - See Addendum" on the Buyer Brokerage Firm Compensation provision on the PSA)
- _____ Form 65A – Rental Agreement (Buyer Occupancy Prior to Closing)
- _____ Form 65B – Rental Agreement (Seller Occupancy After Closing)

In dealing with counteroffers:

- _____ Form 36 – Counteroffer Addendum
- _____ Form 36A – Withdrawal of Offer or Counteroffer

Alternative property types (different PSA's):

- _____ Form 20 – Multi-Family Purchase & Sale Agreement
- _____ Form 23 – Manufactured Home Purchase & Sale Agreement
- _____ Form 25 – Vacant Land Purchase & Sale Agreement
- _____ Form 28 – Condominium Purchase & Sale Agreement
- If condo sale, also use if applicable:
 - _____ Form 29 – Condominium New Construction/Conversion Addendum
 - _____ Form 27 – Condominium Resale Certificate

Lease &/or option transactions:

- _____ Form 67 – Lease/Rental Compensation Agreement
- _____ Form 68 – Lease/Rental Agreement (Residential)
- _____ Form 68A – Move-In/Move-Out Inspection Agreement
- _____ Form 68B – Pet Agreement
- _____ Form 68C – Addendum to Lease/Rental Agreement
- _____ Form 68N – Lease/Rental Agreement Notice
- _____ Form 75 – Option Agreement

After Mutual Acceptance the following are addenda that you might use (some more often than others):

- _____ Form 22AC – Loan/Lender Change Addendum to PSA
- _____ Form 22ADN – Notice for Increased Down Payment for Low Appraisal Addendum
- _____ Form 22AN – Notice of Low Appraisal (or 22AAN for Notice of Low Appraisal for Appraisal Addendum – Form 22AA)
- _____ Form 22AR – Financing Contingency Notice
- _____ Form 22AWO – Notice of Appraisal Work Order
- _____ Form 22RN – Well Inspection Response Form for Form 22R
- _____ Form 22Y – Modification of Closing Date Addendum
- _____ Form 32 – Assignment of Buyer's Interest in PSA
- _____ Form 34 – General Addendum (Blank) – see note above!
- _____ Form 35C – Seller Request Inspection Report
- _____ Form 35EN – Escalation Addendum Notice
- _____ Form 35R – Inspection Notice for Form 35 – Inspection Addendum to PSA
- _____ Form 38B – Back-Up Addendum Notice
- _____ Form 44 – Bump Notice for use with 22B Contingency Sale
- _____ Form 46 – Bump Reply to respond to a Form 44 Bump Notice
- _____ Form 39N – Notice to Second Buyer (result of bump notice)

After mutual acceptance, a party may need to give notice of something having to do with the deal (approvals, notices of termination, etc.). They might use one of the following forms:

- _____ 90 – Blank Notice
- _____ 90A – Notice of Rescission of Agreement Pursuant to RCW 64.06 (Forms 17, 17C, 17 Commercial)
- _____ 90B – Notice of Termination for Failure to Pay Earnest Money
- _____ 90C – Failure to Close - Notice of Termination by Buyer
- _____ 90D – Failure to Close - Notice of Termination by Seller – Seller to Keep Earnest Money
- _____ 90E – Failure to Close - Notice of Termination by Seller – Seller to Elect Remedies
- _____ 90EF – Notice for Form 22EF
- _____ 90FIRPTA – Buyer’s FIRPTA Notice
- _____ 90H – Buyer’s Notice of Waiver of Financing Contingency
- _____ 90I – Buyer’s Notice of Termination (Financing Unavailable)
- _____ 90K – Contingency Property Notice
- _____ 90L – Buyer’s Request for Seller’s Consent – Contingent Sale
- _____ 90LR – Notice of Termination Pursuant to Lease Review Addendum
- _____ 90M – Notice of Termination Pursuant to Neighborhood Review
- _____ 90N – Notice of Termination (Disapproval of Park Rules and Regulations – Form 23)
- _____ 90O – Notice of Termination (Unable to Assume Lease - Form 23)
- _____ 90P – Feasibility Contingency Notice (Notice of Disapproval/Approval)
- _____ 90Q – Notice of Termination (Public Offering Statement Disapproved – Form 28)
- _____ 90R – Notice of Termination (Resale Certificate Unacceptable – Form 28)
- _____ 90S – Seller’s Notice that Title Commitment is Available
- _____ 90SS – Notice Pursuant to Short Sale Addendum (Form 22SS)
- _____ 90T – Title Contingency Notice
- _____ 90U – Buyer’s Pending Sale Contingency Notice
- _____ 90VV – Buyer’s Notice of Termination (Homeowner’s Insurance Unavailable)
- _____ 90W - Buyer’s Notice of Termination (Homeowner’s Association Review – Form 22D)
- _____ 90X – Buyer’s Notice of Termination (Well Addendum)
- _____ 90Y – Buyer’s Notice of Termination (Septic Addendum)
- _____ 90Z – Buyer’s Notice of Termination (Information Verification Period)

After a transaction has failed, the following are addenda that you might use:

- _____ Form 50 – Authorization to Disburse Earnest Money
- _____ Form 51 – Rescission of Purchase & Sale Agreement

Buyer's Offer – Pre-Contractual Obligations/Expectations
(Rules of Engagement for PSA Negotiation)

The Seller of the property located at _____
will engage in a Purchase & Sale Agreement negotiation with the Buyer subject
to the following rules:

- 1) FORMS REQUIRED: Seller has completed, signed/initialed and dated the following forms/documents that can be found in the Associated Documents on the MLS. Buyer's Broker shall have the Buyer sign/initial and date such forms/documents and submit with the PSA:
 - _____ Exhibit A (legal description)
 - _____ Form 22J (Lead Based Paint Addendum)
 - _____ Form 22K (Identification of Utilities Addendum)
 - _____ Form SAR-SA (Spokane Addendum)
 - _____ Wire Fraud Alert
 - _____ Other: _____

- 2) Buyers Broker shall send the Form 17 – Seller Disclosure Statement in a separate email apart from the other transaction documents.

- 3) PROOF OF FUNDS: Buyer shall include a Form 22EF (Evidence of Funds Addendum) with the PSA and be prepared to provide evidence of the Buyer's funds to close the transaction after mutual acceptance.

- 4) LENDER PRE-APPROVAL: A pre-approval letter from the buyer's lender should be included with the offer.

- 5) EARNEST MONEY: Earnest money should be at least 1% of the purchase price.

Seller

Date

Seller

Date



SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

BUYER REPRESENTATION AGREEMENT

This Buyer Representation Agreement ("Agreement") is entered _____ between _____ ("Firm") and _____ ("Buyer").

1. Definitions. For purposes of this Agreement: (a) Buyer's Broker means the broker(s) named in Section 2; (b) Firm's Broker means Firm's designated broker; (c) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any of Buyer's brokers named in the section below.

2. Agency Relation Created. Buyer agrees _____ ("Buyer's Broker"), who is/are affiliated with Firm will represent Buyer. The Supervisory Broker(s) for Buyer's Broker(s) is/are _____ (none if not filled in). Buyer also authorizes Firm to appoint other brokers to represent Buyer, with follow up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's Broker, Buyer's Broker(s), and any Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to the extent that Firm, in its discretion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and such additional brokers will only be representing Buyer during the period of any such appointment.

3. Firm's Listing/Buyer's Broker's Own Listing/Dual Agency. If Buyer submits an offer on a property listed with Firm, Buyer authorizes Firm's Broker to act as a dual agent representing both Buyer and the seller. If Buyer submits an offer on a property listed with Buyer's Broker, Buyer authorizes Buyer's Broker to act as a dual agent. If any Supervisory Broker also manages the broker representing the seller, Buyer authorizes the Supervisory Broker to act as a dual agent. Buyer acknowledges receipt the pamphlet entitled "The Law of Real Estate Agency."

4. Term of Agreement. This Agreement will expire _____ (120 days from the date first stated above if not filled in) (the "Termination Date"). Except as provided in the next sentence, this Agreement shall remain in effect and the Termination Date of this Agreement shall automatically be extended during the pendency of any prospective or actual transaction to which Buyer is a party. This Agreement shall also terminate upon written notice by either party delivered to the other, but early termination by Buyer without legal justification will not terminate Firm's contract right to receive the compensation under this Agreement that would have been received absent such early termination.

5. Firm's Right to Receive Compensation. Firm (including Firm's Broker and Buyer's Broker) shall be entitled to receive the agreed Fee, as described below (Buyer to initial either A. or B., with A. to apply if neither box is initialed):

- A. _____ **On shown property.** Firm shall be entitled to receive the agreed Fee in any transaction involving any properties directly or indirectly introduced or shown to Buyer by Firm or any brokers affiliated with Firm while this Agreement remains in effect.
- B. _____ **On all property.** While this Agreement remains in effect, Firm and its brokers are the exclusive buyer's agents working with Buyer to procure real property, and Firm shall be entitled to receive the agreed Fee in any property transactions Buyer may enter in Washington.

6. Amount of Compensation. On properties listed with a multiple listing service, a selling commission will generally be paid by the seller. Buyer agrees that Firm is entitled to receive compensation paid from both the seller and Buyer. Any selling commission portion paid to Firm shall be credited to Buyer's Fee, thus fully paying or reducing Buyer's obligation. Buyer shall pay any portion of the Fee not paid by the seller. If Buyer obtains VA financing, Buyer agrees to condition Buyer's offer on the seller paying Firm's entire Fee.

Buyer agrees to pay a Fee to Firm under the applicable provision in Section 5.A. if Buyer 1) enters into a transaction while this Agreement remains in effect, 2) terminates this Agreement early for the purpose of avoiding a Fee, or 3) if within 180 days of the Termination Date of this Agreement (as it may have been extended), Buyer enters into a transaction in connection with any property that was shown or offered to Buyer or which was directly or indirectly brought to Buyer's attention prior to the Termination Date (as it may have been extended). Provided, any Fee payable to Firm under provision 3 in the preceding sentence will be reduced by the amount of any selling side commission paid to any other brokerage firm. Firm's Fee for assisting Buyer shall be equal to the greater of the amount paid by Seller or:

- a. Properties listed with a multiple listing service in which Firm or Firm's Broker is a participant
\$ _____ or _____ % of the purchase price (the published selling office commission if not filled in).
- b. Properties not listed with a multiple listing service, or on presale/custom structure when builder is introduced to Buyer by a broker affiliated with Firm \$ _____ or _____ % of the purchase price.
- c. Lease/lease option/rental _____
- d. Upon exercising option _____

Commission amounts stated above do not include any listing side compensation.

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



7. No Conflicting Agency Relationship. _____ (Buyer has confirmed the following confirmation by initialing this paragraph.) Buyer confirms that Buyer has not entered a written or oral agency relationship with another real estate firm or broker covering the services being provided under this Buyer Representation Agreement. Buyer agrees to disclose this agency relationship and right to compensation to all real estate firms and brokers with whom Buyer may deal.

8. Retainer. Buyer agrees to pay, and Firm has received a \$ _____ "Retainer" payable upon signing this Agreement. Retainer will be placed in Firm's pooled trust account and credited to any Fee owed to Firm under this Agreement, or retained by Firm upon default.

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

10. Distressed Home Conveyance. Firm will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined in the statute), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property.

11. Acknowledgement Regarding Facts Affecting Properties. Buyer acknowledges Firm, Firm's Broker, Buyer's Broker and all - other brokers affiliated with Firm will rely on information from property sellers regarding matters related to properties that are not obvious, including the existence of any defects or adverse material facts or conditions that affect properties. Firm and its brokers will have no obligation to independently investigate or confirm such matters except to the extent they have expressly agreed to do otherwise in writing. Buyer releases Firm and all of its brokers from any liability or obligation in connection with such matters, except to the extent Firm and/or its brokers directly involved in the transaction had actual knowledge of the existence of the specific defect and/or adverse material condition that give rise to claims on behalf of Buyer and failed to disclose it/them to Buyer. Buyer agrees that Buyer will be responsible for carefully reading, understanding and investigating information in any Purchase and Sale Agreement, Seller Disclosure Statement, Property Condition Checklist, flyer, advertisement, or other information received in connection with any property.

12. Acknowledgement Regarding Advice, Inspections and Home Warranties. Buyer has been advised to seek legal and tax advice, and acknowledges none of Firm, Firm's Broker, Buyer's Broker or any other of Firm's brokers provide such advice. Buyer is strongly advised to obtain the services of one or more professional home inspectors in any transaction Buyer may enter. Buyer acknowledges that Home Protection Plans may be available which may provide additional protection and benefit to the Buyer.

"Firm's Broker" and/or "Buyer's Broker":

"Buyer":

Date

Date

Date

Date

Disclosure of Commission/Compensation in a Transaction Differing from Minimum Agreed Amount:

If the selling side commission/compensation in a transaction Buyer has entered is different than the applicable amount stated in paragraph 6, items a. through d., the selling side commission/compensation amount to be received by Firm is \$ _____ or _____% of the purchase price.

If Firm's Broker is a dual agent (i.e. in an "in-house" transaction") or if Buyer's Broker is a dual agent in a transaction Buyer has entered, then the total amount to be received by Firm, including Buyer's Broker (total of both listing and selling side commission/compensation amounts), will be \$ _____ or _____% of the purchase price.

Buyer's Broker:

Firm's Broker:

Date

Date

Receipt of Disclosure of Agreed Commission:

Buyer's Initials _____
Date Date



Real estate buyers and sellers are targets for wire fraud and many have lost hundreds of thousands of dollars because they failed to take **two simple steps**:



Obtain the phone number of your real estate broker and your escrow agent at your first meeting;



Call the known phone number to speak directly with your broker or escrow officer to confirm wire instructions **PRIOR** to wiring.

Broker's Name

Broker's Phone

Escrow Officer's Name

Escrow Officer's Phone

My real estate broker or escrow officer reviewed this pamphlet with me.

Sign

Date

CALL BEFORE YOU WIRE

Beware of the following scam:

1. An email account is hacked (this could be broker's, escrow's, or consumer's email).
2. Hacker monitors the account, waiting for the time when consumer must wire funds. Broker, escrow, and consumer have no knowledge they are being monitored.
3. Hacker, impersonating broker or escrow, instructs consumer to wire funds immediately. The wire instructions are for an account controlled by hacker. These instructions often create a sense of urgency and often explain that the broker or escrow officer cannot be reached by phone so any follow-up must be by email. When consumer replies to this email, consumer's email is diverted to hacker.
4. Consumer wires the funds which are stolen by hacker with no recourse for consumer.

Never wire funds without first calling the known phone number for broker or escrow and confirming the wire instructions. Do not rely upon e-mail communications.



**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

SELLER: _____
Seller Seller

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

INSTRUCTIONS TO THE SELLER

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

NOTICE TO THE BUYER

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

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

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

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

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

Seller is / is not occupying the Property.

I. SELLER'S DISCLOSURES:

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

	YES	NO	DONT KNOW	N/A
1. TITLE				
A. Do you have legal authority to sell the property? If no, please explain.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*B. Is title to the property subject to any of the following?				
(1) First right of refusal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(2) Option	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(3) Lease or rental agreement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Life estate?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*C. Are there any encroachments, boundary agreements, or boundary disputes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*D. Is there a private road or easement agreement for access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*F. Are there any written agreements for joint maintenance of an easement or right-of-way?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*G. Is there any study, survey project, or notice that would adversely affect the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*H. Are there any pending or existing assessments against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

YES NO DONT N/A 54
KNOW 55

- *J. Is there a boundary survey for the property? 56
- *K. Are there any covenants, conditions, or restrictions recorded against the property? 57

NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process. 58
 59
 60
 61
 62

2. WATER 63

A. Household Water 64

- (1) The source of water for the property is: Private or publicly owned water system 65
 Private well serving only the subject property * Other water system 66
- *If shared, are there any written agreements? 67
- *(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? 68
 69
- *(3) Are there any problems or repairs needed? 70
- (4) During your ownership, has the source provided an adequate year-round supply of potable water? .. 71
 If no, please explain: _____ 72
- *(5) Are there any water treatment systems for the property? 73
 If yes, are they: Leased Owned 74
- *(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? 75
 76
 (a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? 77
 *(b) If yes, has all or any portion of the water right not been used for five or more successive years? 78
- *(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? 79

B. Irrigation Water 80

- (1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? 81
 82
- *(a) If yes, has all or any portion of the water right not been used for five or more successive years? 83
 84
- *(b) If so, is the certificate available? (If yes, please attach a copy.) 85
- *(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ... 86
- *(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? 87
 If so, please identify the entity that supplies water to the property: _____ 88
 _____ 89

C. Outdoor Sprinkler System 90

- (1) Is there an outdoor sprinkler system for the property? 91
- *(2) If yes, are there any defects in the system? 92
- *(3) If yes, is the sprinkler system connected to irrigation water? 93

3. SEWER/ON-SITE SEWAGE SYSTEM 94

A. The property is served by: 95

- Public sewer system On-site sewage system (including pipes, tanks, drainfields, and all other component parts) 96
- Other disposal system 97
- Please describe: _____ 98

B. If public sewer system service is available to the property, is the house connected to the sewer main? 99

- If no, please explain: _____ 100
 _____ 101

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DONT KNOW	N/A	
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102 103 104
D. If the property is connected to an on-site sewage system:					105
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106 107
(2) When was it last pumped? _____					108
*(3) Are there any defects in the operation of the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
(4) When was it last inspected? _____ By whom: _____			<input type="checkbox"/>	<input type="checkbox"/>	110 111
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113 114
If no, please explain: _____					115
*F. Have there been any changes or repairs to the on-site sewage system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117 118
If no, please explain: _____					119
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120 121

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

4. STRUCTURAL

*A. Has the roof leaked within the last 5 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	122 123 124
*B. Has the basement flooded or leaked?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*C. Have there been any conversions, additions or remodeling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*(1) If yes, were all building permits obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(2) If yes, were all final inspections obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128 129 130
D. Do you know the age of the house?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	131
If yes, year of original construction: _____					132
*E. Has there been any settling, slippage, or sliding of the property or its improvements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
*F. Are there any defects with the following: (If yes, please check applicable items and explain)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	134
<input type="checkbox"/> Foundations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	135
<input type="checkbox"/> Chimneys	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	136
<input type="checkbox"/> Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	137
<input type="checkbox"/> Doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	138
<input type="checkbox"/> Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	139
<input type="checkbox"/> Pools	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	140
<input type="checkbox"/> Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	141
<input type="checkbox"/> Slab Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	142
<input type="checkbox"/> Garage Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
<input type="checkbox"/> Wood Stoves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144
<input type="checkbox"/> Stairway Chair Lifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	145
<input type="checkbox"/> Decks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
<input type="checkbox"/> Interior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
<input type="checkbox"/> Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
<input type="checkbox"/> Windows	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
<input type="checkbox"/> Slab Floors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Outbuildings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Walkways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Wheelchair Lifts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Fireplaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Siding	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Incline Elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
*G. Was a structural pest or "whole house" inspection done?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	144 145 146
If yes, when and by whom was the inspection completed? _____					
H. During your ownership, has the property had any wood destroying organism or pest infestation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
I. Is the attic insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
J. Is the basement insulated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DONT KNOW	N/A	150
5. SYSTEMS AND FIXTURES					151
*A. If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain: _____					152 153
Electrical system, including wiring, switches, outlets, and service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Plumbing system, including pipes, faucets, fixtures, and toilets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Hot water tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156
Garbage disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Appliances.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Sump pump.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Heating and cooling systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160
Security system: <input type="checkbox"/> Owned <input type="checkbox"/> Leased.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
*B. If any of the following fixtures or property is included with the transfer, are they leased? (If yes, please attach copy of lease.)					163 164
Security System: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
Tanks (type): _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
Satellite dish: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	168
*C. Are any of the following kinds of wood burning appliances present at the property?					169
(1) Woodstove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	170
(2) Fireplace insert?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	171
(3) Pellet stove?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	172
(4) Fireplace?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	173
If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	174 175
D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	176 177
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.).....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	178 179
F. Is the property equipped with smoke detection devices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	180
(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)					181 182
G. Does the property currently have internet service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	183
Provider: _____					184
6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS					185
A. Is there a Homeowners' Association?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	186
Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: _____					187 188 189
B. Are there regular periodic assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	190
\$ _____ per <input type="checkbox"/> month <input type="checkbox"/> year					191
<input type="checkbox"/> Other: _____					192
*C. Are there any pending special assessments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	193
*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	194 195 196
7. ENVIRONMENTAL					197
*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	198 199
*B. Does any part of the property contain fill dirt, waste, or other fill material?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	200
*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	201 202
D. Are there any shorelines, wetlands, floodplains, or critical areas on the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	203
*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204 205 206
*F. Has the property been used for commercial or industrial purposes?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	207

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208 209 210
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	211 212
*I. Has the property been used as a legal or illegal dumping site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	213
*J. Has the property been used as an illegal drug manufacturing site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	214
*K. Are there any radio towers in the area that cause interference with cellular telephone reception?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	215
8. LEAD BASED PAINT (Applicable if the house was built before 1978).				<input type="checkbox"/>	216
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					217
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					218 219
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					220
B. Records and reports available to the Seller (check one below):					221
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					222 223 224
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					225
9. MANUFACTURED AND MOBILE HOMES					226
If the property includes a manufactured or mobile home,					227
*A. Did you make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
If yes, please describe the alterations: _____					229
*B. Did any previous owner make any alterations to the home?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	230
*C. If alterations were made, were permits or variances for these alterations obtained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	231
10. FULL DISCLOSURE BY SELLERS					232
A. Other conditions or defects:					233
*Are there any other existing material defects affecting the property that a prospective buyer should know about?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	234 235
B. Verification					236
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					237 238 239 240
_____ Seller	_____ Date	_____ Seller	_____ Date		241

If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s). 242
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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**

(Continued)

II. NOTICES TO THE BUYER

1. SEX OFFENDER REGISTRATION

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

2. PROXIMITY TO FARMING/WORKING FOREST

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

3. OIL TANK INSURANCE

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

III. BUYER'S ACKNOWLEDGEMENT

1. BUYER HEREBY ACKNOWLEDGES THAT:

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

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

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

Buyer Date Buyer Date

2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER

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

Buyer Date Buyer Date

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

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

Buyer Date Buyer Date

SELLER'S INITIALS Date

SELLER'S INITIALS Date

RESIDENTIAL 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:** stove(s)/range(s); refrigerator(s); washer(s); dryer(s); dishwasher(s); microwave(s);
 fireplace insert(s); wood stove(s); satellite dish; security system; hot tub; attached camera(s);
 attached speaker(s); attached TV(s); generator; _____

6. **Purchase Price:** \$ _____ U.S. Dollars

7. **Earnest Money:** \$ _____ U.S. Dollars; Delivery Date _____ days after mutual acceptance
To be held by Buyer Brokerage Firm; Closing Agent; In the form of a Promissory Note (included as an Addendum)

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. **Information Verification Period:** Expires _____ days after mutual acceptance; Satisfied/Waived

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. **Buyer Brokerage Firm Compensation:** _____; Pay as Offered or Other – See Addendum
\$ or % Amount Offered in Listing

18. **Addenda:** 22A(Financing) 22B(Sale Contingency) 22D(Optional Clauses) 22EF(Funds Evidence)
22J(Lead Disclosure) 22K(Utilities) 22T(Title Contingency) 22VV(HO Insurance)
35 & SAR-SA NEVER EVER: 17, SAR-BR, 41D

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 _____

Buyer Brokerage Firm _____ MLS Office No. _____

Listing Brokerage Firm _____ MLS Office No. _____

Buyer Broker (Print) _____ MLS LAG No. _____

Listing Broker (Print) _____ MLS LAG No. _____

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

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

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. _____

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

RESIDENTIAL 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 No. 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 64.04.220, 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 \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

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 and access permissions. 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

RESIDENTIAL 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. 57-71

- 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, garage door remotes, and access codes 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. 72-88

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. 89-95

- 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. 96-102

- 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 and internet charges, including unbilled charges. Unless waived in Specific Term No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 103-113

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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. Seller shall pay any fees incurred by Buyer related to such withholding and payment.

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.

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.

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- 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/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 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. **Brokerage Firm Compensation.** Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the terms of the listing shall supersede and control. 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 compensation and irrevocably instruct the Closing Agent to disburse the compensation 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.

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 (10 days after mutual acceptance if not filled in) 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 the time period set forth in Specific Term No. 15. 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 the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient 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. Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or immigration status, families with children status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability.

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

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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

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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

1. LOAN APPLICATION. 5

a. Loan Application. This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
purchase the Property (the "Loan(s)"): Conventional First; Conventional Second; Bridge; VA; FHA; 7
 USDA; Home Equity; Down Payment Program; Other _____ 8
(the "Financing Contingency"). In addition to the Loans, Buyer shall make a down payment in the amount of 9
 \$ _____; or _____ % of the Purchase Price. Buyer shall make application for the Loans 10
to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within 11
2 _____ days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this 12
Addendum, "application" means the submission of Buyer's financial information for the purposes of obtaining an 13
extension of credit including Buyer's name, income, social security number (if required), the Property address, 14
purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date. 15

b. Waiver of Financing Contingency. If Buyer (i) fails to make application for financing for the Property within the 16
agreed time; (ii) changes the type of loan at any time without Seller's prior written consent; or (iii) changes the 17
lender without Seller's prior written consent after the agreed upon time to apply for financing expires, then the 18
Financing Contingency shall be deemed waived. Buyer's waiver of the Financing Contingency under this 19
Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
Addendum, "lender" means either the party to whom the application was submitted or the party funding the loan. 21
Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer's loan approval with lender any 22
time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the same. 23

2. FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 24

a. Seller's Notice to Perform. 25

i. **Notice to Perform.** At any time _____ days (21 days if not filled in) after mutual acceptance, Seller 26
may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 27
give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 28
earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 29

ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 30
"Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 31
Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 32
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 33

iii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 34
 will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 35

b. Automatic Waiver of Financing Contingency. 36

i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 37
days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 38
gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 39
confirmation from Buyer's lender as required by Paragraph 4. 40

ii. **Appraisal Less Than Sales Price.** Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 41
 will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 42

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

- 3. LOAN COST PROVISIONS.** Seller shall pay up to \$ _____; or _____% of the Purchase Price 43
(\$0.00 if not filled in), which shall be applied to Buyer's Loan(s) and settlement costs, including prepaids, loan 44
discount, loan fee, interest buy down, financing, closing or other costs allowed by lender. That amount shall include 45
the following costs that lender is prohibited from collecting from Buyer: (a) up to \$300.00 for Buyer's Loan(s) and 46
settlement costs for FHA/USDA/VA loans; and (b) unless agreed otherwise below, Buyer's share of the escrow fee 47
for a VA loan. Seller shall pay the costs for (a) and (b), even if the amount agreed upon in this Paragraph 3 is 48
insufficient to pay for those costs. If checked, Buyer shall pay Buyer's share of the escrow fee for the VA loan 49
(note that VA regulations prohibit Buyer from paying loan and settlement costs exceeding one percent of the amount 50
of the loan). Buyer's waiver of the Financing Contingency shall not change the parties' obligations under this 51
Paragraph 3. 52
- 4. EARNEST MONEY.** If Buyer has not waived the Financing Contingency, and is unable to obtain financing by 53
Closing after a good faith effort then, on Buyer's notice, this Agreement shall terminate. The Earnest Money shall 54
be refunded to Buyer after lender confirms in writing (a) the date Buyer's loan application for the Property was 55
made, including a copy of the loan estimate that was provided to Buyer; (b) that Buyer possessed sufficient non- 56
contingent funds to close (e.g. down payment, closing costs, etc.); and (c) the reasons Buyer was unable to obtain 57
financing by Closing. If Seller terminates this Agreement, the Earnest Money shall be refunded without need for 58
such confirmation. 59
- 5. APPRAISAL LESS THAN SALE PRICE.** 60
- a. Notice of Low Appraisal.** If lender's appraised value of the Property is less than the Purchase Price, Buyer 61
may, within 3 days after receipt of a copy of lender's appraisal, give notice of low appraisal, which shall include 62
a copy of lender's appraisal. NWMLS Form 22AN may be used for the notices in this Paragraph 5. 63
- b. Seller's Response.** Seller shall, within 10 days after Buyer's notice of low appraisal, give notice of: 64
- i. A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser 65
acceptable to lender, in an amount not less than the Purchase Price. Buyer shall promptly seek lender's 66
approval of such reappraisal or reconsideration of value. The parties are advised that lender may elect not 67
to accept a reappraisal or reconsideration of value; 68
 - ii. Seller's consent to reduce the Purchase Price to an amount not more than the amount specified in the 69
appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to lender, 70
whichever is higher. (This provision is not applicable if this Agreement is conditioned on FHA, VA, or USDA 71
financing. FHA, VA, and USDA financing does not permit the Buyer to be obligated to buy if the Seller reduces 72
the Purchase Price to the appraised value. Buyer, however, has the option to buy at the reduced price.); 73
 - iii. Seller's proposal to reduce the Purchase Price to an amount more than the amount specified in the 74
appraisal and for Buyer to pay the necessary additional funds (the amount the reduced Purchase Price 75
exceeds the appraised value) to close the sale; or 76
 - iv. Seller's rejection of Buyer's notice of low appraisal. 77
- If Seller timely delivers notice of (i) reappraisal or reconsideration of value; or (ii) consent to reduce the Purchase 78
Price to an amount not more than the amount specified in the appraisal (except for FHA, VA, or USDA 79
financing), and lender accepts Seller's response, then Buyer shall be bound by Seller's response. 80
- c. Buyer's Reply.** 81
- i. Buyer shall have 3 days from either Seller's notice of rejection of low appraisal or, if Seller fails to respond, 82
the day Seller's response period ends, whichever is earlier, to (a) waive the Financing Contingency (including 83
waiver of this Paragraph 5); or (b) terminate the Agreement, in which event the Earnest Money shall be 84
refunded to Buyer. 85
 - ii. If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 86
have 3 days to (a) accept and represent that Buyer has sufficient funds to close the sale in accordance with 87
this provision; or (b) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 88
 - iii. If Seller consents to reduce the Purchase Price to an amount not more than the appraised value for FHA, VA, 89
or USDA financing, Buyer shall have 3 days to (a) give notice that Buyer will buy at the reduced price; or (b) 90
terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 91

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 92
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d. Appraisal, Inspection, and Work Orders. Seller shall permit appraisals and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such appraisals or inspections unless otherwise agreed. The parties acknowledge that the lender's appraisal may condition the appraised value of the Property on the completion and approval of work orders prior to Closing ("Appraisal Work Order"). Buyer shall, within 3 days of receiving an Appraisal Work Order, give notice to Seller, which notice shall include a copy of the Appraisal Work Order. If Buyer is unable to obtain financing by Closing due to an incomplete Appraisal Work Order then, on Buyer's notice, this Agreement shall terminate. If Buyer has not waived this Paragraph 5, the Earnest Money shall be refunded to Buyer after providing lender's confirmation in compliance with Paragraph 4, including lender's statement that Buyer was unable to obtain financing by Closing due to an incomplete Appraisal Work Order. 95
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6. FHA/VA/USDA - APPRAISAL CERTIFICATE. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 105
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Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 113
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7. VA AMENDATORY CLAUSE. If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 116
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8. EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This Paragraph 8 shall survive Buyer's waiver of this Financing Contingency. 122
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BUYER'S SALE OF PROPERTY CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

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

1. CONTINGENT ON SALE OF BUYER'S PROPERTY. This Agreement is contingent on Buyer selling Buyer's 5
property at _____ 6
City of _____, State of _____ ("Buyer's Property") 7
on or before _____ (if not filled in, 45 days after mutual acceptance of this Agreement) (the 8
"Contingency Period"). 9

(a) Buyer's Property – Listing. Buyer shall list Buyer's Property for sale on a multiple listing service in the area 10
serving Buyer's Property with a licensed real estate firm within _____ days (5 days if not filled in) after mutual 11
acceptance of this Agreement. If Buyer fails to do so, this contingency and all other conditions in this 12
Agreement (including financing, inspection, or any other contingency) shall be deemed waived and the 13
Closing Date shall be 30 days from Buyer's waiver. 14

(b) Buyer's Property – Sold. If Buyer has not sold Buyer's Property or given notice waiving this contingency by 15
the end of the Contingency Period, then this Agreement shall terminate and the Earnest Money shall be 16
refunded to Buyer. For the purposes of this Addendum, the terms "sell," "selling" and "sold" shall mean that 17
Buyer has entered into a valid and enforceable agreement for the purchase and sale of Buyer's Property. 18
Buyer's notice of sale or waiver shall be on the Contingency Property Notice (Form 90K) or similar form. 19

2. WHEN SELLER'S CONSENT IS REQUIRED ON SALE OF BUYER'S PROPERTY. Buyer must obtain Seller's 20
written consent before Buyer accepts any offer for the sale of Buyer's Property that: 21

(a) is contingent on the sale or closing of that (second) buyer's property; and/or 22

(b) has a closing date less than 30 or more than 45 days from the date of mutual acceptance of the offer on 23
Buyer's Property. 24

Seller's consent shall be on Seller's Consent – Contingent Sale (Form 90L) or similar form. If Buyer accepts any 25
such offer without Seller's prior written consent, Seller may terminate this Agreement within three days from 26
Buyer's notice that the contingency is satisfied and, upon Seller's termination, Buyer shall be in default and Seller 27
shall be entitled to remedies as provided for in the Agreement. Seller's termination shall be on the Contingency 28
Property Notice (Form 90K) or similar form. If Seller does not timely terminate, the Agreement shall not be 29
affected. 30

3. LOAN APPLICATION. If this Agreement is contingent on Buyer obtaining financing pursuant to Form 22A 31
(Financing Addendum), Buyer shall make written application for the Loan(s) (defined in Form 22A) and pay the 32
application fee, if required, for the subject Property within _____ days (5 days if not filled in) after mutual 33
acceptance of this Agreement, or within _____ days (5 days if not filled in) after Buyer satisfies the 34
contingency in this Addendum (from mutual acceptance if neither box checked). If Buyer is not required to apply 35
for the Loan(s) until after satisfaction of this contingency, the timelines in Form 22A shall not begin until that time. 36
This Paragraph 3 supersedes the requirement for Buyer's loan application in Form 22A. 37

4. PROPERTY REMAINS ON MARKET. Seller may keep the Property on the market in the "Contingent" status until 38
Seller has received notice that Buyer has satisfied or waived this contingency. If prior to that time, Seller accepts 39
another offer, Seller shall include the Second Buyer's Addendum (Form 39) or similar form as a condition to its 40
acceptance, and Seller shall give notice to Buyer and shall give Buyer _____ days (5 days if not filled in) 41
or by the expiration of the contingency in Paragraph 1, whichever is earlier (the "Bump Period") to waive or satisfy 42
this contingency. If Buyer does not timely waive or satisfy this contingency, this Agreement shall terminate and 43

**BUYER'S SALE OF PROPERTY CONTINGENCY
ADDENDUM TO PURCHASE & SALE AGREEMENT**

Continued

the Earnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bump Notice (Form 44) or similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.

5. CONTINGENCY SATISFIED. Buyer shall give notice to Seller within 2 days of entering into an agreement to sell Buyer's Property (i.e., the contingency is "satisfied"). Buyer's notice shall include a complete copy of the purchase and sale agreement for the sale of Buyer's Property. The sale of the Property shall close 3 days after the closing of the sale of Buyer's Property. Buyer's notice shall be on the Contingency Property Notice (Form 90K) or similar form. Buyer may not extend the closing date for the sale of Buyer's Property without Seller's written consent.

6. BUYER'S PROPERTY – FAILURE TO CLOSE. Buyer shall give notice to Seller within 2 days of learning that the sale of Buyer's Property has failed to close. Such notice must be given regardless of whether Buyer chooses to proceed with this Agreement and shall be on the Contingency Property Notice (Form 90K) or similar form.

(a) Contingency Survives. If the sale of Buyer's Property fails to close through no fault of Buyer before expiration of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency Period has expired.

(b) Agreement Terminates. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, then, unless Buyer waives the contingency under Paragraph 6(c), this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

(c) Waiver by Buyer. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, Buyer shall have the option of waiving the contingency and proceeding with the Agreement. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.

(d) Waiver by Buyer – New Construction. If at the time of Buyer's waiver, a Certificate of Occupancy (CO) or its equivalent for the Property has not been issued by the applicable government authority, then Buyer shall close within _____ days (5 days if not filled in), of notice from Seller that a Certificate of Occupancy, or equivalent, has been issued or within 30 days of waiver, whichever is later.

7. CLOSING DATE. The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the Agreement.

8. OTHER.

SECOND BUYER'S ADDENDUM

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

1. **Property Subject to Prior Contingent Sale.** Second Buyer acknowledges that the Property is subject to a 5
prior purchase and sale agreement (the "Prior Sale") between Seller and _____ 6
("First Buyer"). The Prior Sale is contingent on First Buyer entering into an agreement for the sale of First 7
Buyer's property ("Buyer's Property") on or before _____. The Prior Sale provides if Seller accepts another 8
offer to sell the Property, then notice of Seller's acceptance of a second offer shall be given to First Buyer (the 9
"Bump Notice"). If, after receipt of the Bump Notice, First Buyer does not give timely notice that (i) First Buyer 10
has sold Buyer's Property; or (ii) that First Buyer waives the Buyer's Sale of Property Contingency, then the Prior 11
Sale will terminate, and this Second Sale Agreement shall proceed to Closing. Seller shall not amend the terms 12
of the Prior Sale after mutual acceptance and prior to termination of this Second Sale Agreement. 13
2. **Second Buyer's Waiver of Contingencies.** The Bump Notice will not be given to First Buyer until Seller has 14
received notice of Second Buyer's waiver or satisfaction of the contingencies selected below. 15
 - a. Second Buyer's approval of a "Seller Disclosure Statement" (Form 17). 16
 - b. Second Buyer's approval of an inspection of the Property and the improvements on the Property, including 17
but not limited to structural, roof, pest, soils/stability, and septic inspections, e.g., Inspection Addendum 18
(Form 35) and Septic Addendum (Form 22S). 19
 - c. Second Buyer's approval of a review of the Property to determine if the Property can be used in a manner 20
consistent with Second Buyer's intended use, e.g., Feasibility Contingency Addendum (Form 35F). 21
 - d. Second Buyer's approval of a Condominium Resale Certificate (Form 27). 22
 - e. Second Buyer's Financing Addendum (Form 22A). 23
 - f. Second Buyer's approval of _____ . 24
3. **Bump Notice.** Within _____ days (1 day if not filled in) of Second Buyer's notice that all contingencies selected 25
in Paragraph 2 of this Addendum have been satisfied or waived, a Bump Notice (Form 44) shall be given to First 26
Buyer. Seller shall inform Second Buyer of the results of First Buyer's response to the Bump Notice. If Second 27
Buyer terminates this Second Sale Agreement, without legal cause, after the Bump Notice is given to First Buyer, 28
then Second Buyer shall be in default. 29
4. **First Buyer's Contingency Satisfied or Waived.** If First Buyer responds to the Bump Notice and satisfies or 30
waives First Buyer's Sale of Property Contingency, then Seller shall provide Second Buyer with notice of the 31
same within 1 day and this Second Sale Agreement shall terminate and the Earnest Money shall be refunded to 32
Second Buyer. Seller's notice may be given on the Notice to Second Buyer (Form 39N) or similar form. 33
5. **First Buyer's Contingency Not Satisfied or Waived.** If First Buyer responds to the Bump Notice by terminating 34
the Prior Sale, then Seller shall provide Second Buyer with notice of the same within 1 day ("Seller's Notice – 35
First Buyer Terminated Prior Sale") and this Second Sale Agreement shall proceed to Closing. Seller's notice 36
may be given on the Notice to Second Buyer (Form 39N) or similar form. 37
6. **Computation of Time.** For the purposes of computing time (except for the timelines in this Addendum and the 38
deposit of earnest money), all timelines shall begin on Seller's Notice – First Buyer Terminated Prior Sale. 39
7. **This Addendum Controls.** All other terms and conditions of the Second Sale Agreement remain in full force and 40
effect. In the event of conflict between the terms of this Addendum and any other term of this Second Sale 41
Agreement, this Addendum shall control. 42

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

BUYER'S PENDING SALE OF PROPERTY 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

1. **PENDING SALE OF BUYER'S PROPERTY.** This Agreement is contingent on the closing of the sale of 5
Buyer's property located at _____, 6
pursuant to the purchase and sale agreement dated _____ (the "Pending Sale"). The 7
complete purchase and sale agreement for the Pending Sale must be attached to this Agreement. The term 8
Pending Sale includes property that may be subject to an inspection, feasibility, or any other contingency. 9

2. **PENDING SALE CLOSING DATE.** Buyer may not extend the Closing Date of the Pending Sale, if such 10
extension would delay the closing of this Agreement, without Seller's prior written consent. 11

3. **FAILURE TO CLOSE.** If, through no fault of Buyer, the Pending Sale does not timely close, this Agreement 12
shall terminate and the Earnest Money shall be refunded to Buyer. However, Buyer may elect to waive this 13
contingency by providing notice to Seller of such waiver simultaneously with notice that the Pending Sale 14
failed to timely close. If Buyer waives this contingency, then Paragraph 5 below shall apply. 15

4. **NOTICE OF FAILURE TO CLOSE.** Buyer must give notice to Seller within 2 days of learning that the 16
Pending Sale has failed. Such notice must be given regardless of whether Buyer chooses to proceed with this 17
Agreement. If Buyer does not timely give such notice, then Buyer shall be in default. 18

5. **BUYER'S WAIVER.** Buyer's waiver of this contingency constitutes the waiver of all other contingencies in this 19
Agreement (including, without limitation, any inspection, financing, or other contingency). 20

6. **OTHER.** 21

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

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & 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

CHECK IF INCLUDED: 5

- 1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and encroachments to Buyer’s own satisfaction. 6-9
- 2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA form of Homeowner’s Policy of Title Insurance. The parties have the option to provide less coverage by selecting a Standard Owner’s Policy or more coverage by selecting an Extended Coverage Policy: 11-13
 - Standard Owner’s Coverage.** Seller authorizes Buyer’s lender or Closing Agent, at Seller’s expense, to apply for the then-current ALTA form of Owner’s Policy of Title Insurance, together with homeowner’s additional protection and inflation protection endorsements, if available at no additional cost, rather than the Homeowner’s Policy of Title Insurance. 14-17
 - Extended Coverage.** Seller authorizes Buyer’s lender or Closing Agent, at Seller’s expense to apply for an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner’s Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage Policy, including the excess premium over that charged for Homeowner’s Policy of Title Insurance and the cost of any survey required by the title insurer. 18-22
- 3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish from the Property prior to Buyer taking possession. 23-24
- 4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property not later than the Possession Date. Any personal property remaining on the Property thereafter shall become the property of Buyer, and may be retained or disposed of as Buyer determines. 25-27
- 5. **Utilities.** To the best of Seller’s knowledge, Seller represents that the Property is connected to: 28
 - public water main; public sewer main; septic tank; well (specify type) _____; 29
 - irrigation water (specify provider) _____; natural gas; telephone; electricity; 30
 - cable (specify provider) _____; internet (specify provider) _____; 31
 - other _____ . 32
- 6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish Buyer the information below in writing as soon as available: 33-35
 - WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36
 - CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37
 - OTHER INSULATION DATA: _____ 38

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

Continued

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____ .
Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within _____ days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).
10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s): _____
11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: _____
 - b. Seller shall pay up to \$ _____ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: _____ (none, if not filled in).
 - d. Other: _____
12. **Other.**
Seller shall install carbon monoxide detectors per statute and seismic straps around the hot water tank at Seller's expense prior to appraisal if not already installed. If Seller fails to do so, Seller shall pay any re-inspection fee(s) charged by the appraiser or lender to return to the property to confirm the CO detectors and/or seismic straps have been installed in addition to any Buyer closing costs Seller agreed to pay on Form 22A.

FIRPTA CERTIFICATION

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

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

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

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

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

TAXPAYER I.D. NUMBER.

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

ADDRESS.

My home address is _____
_____ Address _____ City _____ State _____ Zip

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

Seller Date Seller Date

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

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

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

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

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

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

Buyer Date Buyer Date

**EVIDENCE OF FUNDS ADDENDUM
TO PURCHASE & SALE AGREEMENT**

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

1. DEFINITIONS.

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

2. EVIDENCE OF NON-CONTINGENT FUNDS. Buyer is relying on Non-Contingent Funds for payment of the Purchase Price. Buyer shall provide Evidence to Seller of such funds within _____ days (3 days if not filled in) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Price, Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not use such Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior written consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 14

- 3. DISCLOSURE OF CONTINGENT FUNDS.** Buyer is relying on Contingent Funds for the Purchase Price: 22
- Loan: _____ 23
 - Sale of the following owned by Buyer: _____ 24
 - Gift of \$ _____ from _____ 25
 - Funds not readily convertible to liquid US funds: _____ 26
 - Down Payment Program: _____ 27
 - Other (describe): _____ 28

Buyer shall provide Evidence to Seller _____ days (10 days if not filled in) prior to Closing that the funds relied upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is provided. Buyer shall provide Seller with additional information about such funds as may be reasonably requested by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest Money shall be refunded to Buyer. 29

If Buyer disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections unless otherwise agreed. 35

4. BUYER DEFAULT. If Buyer fails to timely close because the Contingent Funds identified in Section 3 are not available by Closing, Buyer shall be in default and Seller shall be entitled to remedies as provided for in the Agreement. 38



For Your Protection: Get a Home Inspection

You must make a choice on getting a Home Inspection. It is not done automatically.

You have the right to examine carefully your potential new home with a professional home inspector. But a home inspection is not required by law, and will occur only if you ask for one and make the arrangements. You may schedule the inspection for before or after signing your contract. You may be able to negotiate with the seller to make the contract contingent on the results of the inspection. For this reason, it is usually in your best interest to conduct your home inspection as soon as possible if you want one. In a home inspection, a professional home inspector takes an in-depth, unbiased look at your potential new home to:

- ✓ Evaluate the physical condition: structure, construction, and mechanical systems;
- ✓ Identify items that need to be repaired and
- ✓ Estimate the remaining useful life of the major systems, equipment, structure, and finishes.

The Appraisal is NOT a Home Inspection and does not replace an inspection.

An appraisal estimates the market value of the home to protect the lender. An appraisal does not examine or evaluate the condition of the home to protect the homebuyer. An appraisal only makes sure that that the home meets FHA and/or your lender's minimum property standards. A home inspection provides much more detail.

FHA and Lenders may not Guarantee the Condition of your Potential New Home

If you find problems with your new home after closing, neither FHA nor your lender may give or lend you money for repairs. Additionally, neither FHA nor your lender may buy the home back from you. Ask a qualified home inspector to inspect your potential new home and give you the information you need to make a wise decision.

Your Home Inspector may test for Radon, Health/Safety, and Energy Efficiency

EPA, HUD and DOE recommend that houses be tested and inspected for radon, health and safety, and energy efficiency, respectively. Specific tests are available to you. You may ask about tests with your home inspector, in addition to the structural and mechanical systems inspection. For more information: Radon -- call 1-800-SOS-Radon; Health and Safety -- see the HUD Healthy Homes Program at www.HUD.gov; Energy Efficiency -- see the DOE EnergyStar Program at www.energystar.gov.

Selecting a Trained Professional Home Inspector

Seek referrals from friends, neighbors, other buyers, realtors, as well as local listings from licensing authorities and local advertisements. In addition, consult the American Society of Home Inspectors (ASHI) on the web at: www.ashi.org or by telephone at: 1-800-743-2744.

I / We (circle one) have read this document and understand that if I/we wish to get a home inspection, it is best do so as soon as possible. The appraisal is not a home inspection. I/we will make a voluntary choice whether to get a home inspection. A home inspection will be done only if I/we ask for one and schedule it. Your lender may not perform a home inspection and neither FHA nor your lender may guarantee the condition of the home. Health and safety tests can be included in the home inspection if I/we choose.

_____/_____/_____
(Signed) Homebuyer Date

_____/_____/_____
(Signed) Homebuyer Date



**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**

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

Lead Warning Statement 5

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is 6
notified that such property may present exposure to lead from lead-based paint that may place young children at 7
risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, 8
including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead 9
poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is 10
required to provide the buyer with any information on lead-based paint hazards from risk assessments or 11
inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk 12
assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. 13

NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also means Tenant. 14
_____ 15

Seller's Disclosure 16

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below): 17

- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). 18
_____ 19
_____ 20

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. 21

(b) Records and reports available to the Seller (check one below): 22

- Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based 23
paint hazards in the housing (list documents below). 24
_____ 25
_____ 26

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. 27

Seller has reviewed the information above and certifies, to the best of Seller's knowledge, that the statements made 28
and information provided by Seller are true and accurate. 29

Seller Date Seller Date 30

**DISCLOSURE OF INFORMATION ON
LEAD-BASED PAINT AND
LEAD-BASED PAINT HAZARDS**
Continued

Buyer's Acknowledgment 31

(c) Buyer has received the above Seller's Disclosure and all documents (if any). _____ 32
Buyer Initials Buyer Initials

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*. _____ 33
Buyer Initials Buyer Initials

(e) Buyer has (check one below): 34

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 35
and/or lead-based paint hazards. 36

Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint 37
and/or lead-based paint hazards on the following terms and conditions: 38

This Agreement is conditioned upon a risk assessment or inspection of the Property for the presence of lead- 39
based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's 40
expense. (Intact lead-based paint that is in good condition is not necessarily a hazard). 41

This contingency shall conclusively be deemed satisfied (waived) unless Buyer gives written notice of 42
disapproval of the risk assessment or inspection to Seller within _____ (10 days if not filled in) after 43
receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections 44
needed and must include a copy of the inspection and/or risk assessment report. 45

Seller may, at Seller's option, within _____ days (3 days if not filled in) after Seller's receipt of Buyer's 46
disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller 47
agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior 48
to the Closing Date, and Seller shall provide Buyer with certification from a risk assessor or inspector 49
demonstrating that the condition(s) has been remedied prior to the Closing Date. In lieu of correction, the 50
parties may agree on any other remedy for the disapproved condition(s), including but not limited to 51
adjustments to the Purchase Price. If an agreement on non-repair remedies is secured in writing before the 52
expiration of the time period set forth in this subparagraph, then this contingency will be deemed satisfied. 53

If Seller does not give notice that Seller will correct the conditions identified in Buyer's risk assessment or 54
inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give 55
notice of termination of this Agreement within _____ days (3 days if not filled in) after expiration of the 56
time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The 57
Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. 58
Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the 59
Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection 60
and without any alternative remedy for those conditions. 61

Buyer has reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made 62
by Buyer are true and accurate. 63

Buyer Date Buyer Date 64

Brokers' Acknowledgment 65

Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility 66
to ensure compliance. 67

Buyer Broker Date Listing Broker Date 68

LAND AND ACREAGE ADDENDUM
Continued

- 2. CONTINGENCIES:** 43
- a. General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. 44
 The work to be performed shall be timely ordered by the party responsible for payment, except for the 45
 Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for 46
 ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 47
- b. Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the 48
 Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49
 contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50
 the applicable contingency period, then the respective contingency shall be deemed waived. 51
- c. Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are 52
 contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53
 fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

Paid by Buyer	Paid by Seller		Contingency period (20 days if not filled in)	
<input type="checkbox"/>	<input type="checkbox"/>	i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	_____ days	57 58 59 60
<input type="checkbox"/>	<input type="checkbox"/>	ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days	61 62 63 64 65 66 67 68
<input type="checkbox"/>	<input type="checkbox"/>	iii. On-Site Sewage System. The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	_____ days	69 70 71 72 73 74 75 76 77 78 79 80
		The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly.		81 82
		Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.		83 84 85
<input type="checkbox"/>	<input type="checkbox"/>	iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional.	_____ days	86 87 88 89
		Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.		90 91

LAND AND ACREAGE ADDENDUM

Continued

- v. Water Quantity.** Water quantity tests (4 hour draw down _____ days 92
test or other test selected by Buyer) showing a sustained 93
flow of _____ g. p. m., which Buyer agrees will be 94
adequate to reasonably meet Buyer's needs. Water 95
quantity test to be performed by a qualified professional. 96
- vi. Timber.** Timber cruise conducted by a qualified forest _____ days 97
products expert of Buyer's choice, with results of the cruise 98
to be satisfactory to Buyer in Buyer's sole discretion. 99

3. ADDITIONAL PROVISIONS (check as applicable) 100

Feasibility Study. If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 101
set forth in Specific Term 15 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). 102
Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 103
matters affecting the Property including, without limitation, the condition of any improvements to the Property, 104
the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, 105
the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 106
area on the Property, the number and location of approved road approaches from public roads, and the 107
presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 108
feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 109
any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 110

This feasibility study contingency shall conclusively be deemed waived unless within _____ (20 days if 111
not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 112
disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 113

Irrigation and Water. Seller represents that there are _____ shares of _____ irrigation/frost 114
water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties 115
acknowledge that water rights do not automatically transfer with title to the Property and the parties should 116
consult with an attorney to facilitate the transfer of any water rights. 117

Assignment and Assumption. At Closing, Seller will assign, transfer, and convey all of its right, title and 118
interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 119
Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 120
occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 121
agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 122
extent delegated to and assumed by Buyer hereunder. 123

Attorney Review. This Agreement is conditioned on review and approval by the parties' attorneys on or 124
before _____. A party shall conclusively be deemed to have waived this contingency unless 125
notice in conformance with this Agreement is provided to the other party by the foregoing date. 126

Accessories. The indicated accessories are items included in addition to those stated in Specific Term 5 of 127
the Agreement: portable buildings; sheds and other outbuildings; game feeders; livestock feeders 128
and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals and 129
pens; gates and fences; chutes; other: _____ . 130

The value assigned to the personal property included in the sale shall be \$ _____. 131
Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 132

CRP Program. Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 133
("WRP"), or similar program contracts and agree to continue them through the expiration date of each such 134
contract. All documentation for the assumption shall be completed prior to the Closing Date and must be 135
approved by the USDA or applicable government agency prior to Closing. Any applicable program payments 136
shall be prorated as of Closing. 137

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after 138
mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 139
contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if 140
not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement 141
shall terminate and the Earnest Money shall be refunded to Buyer. 142

LAND AND ACREAGE ADDENDUM

Continued

Crops/Land Lease Review Contingency. Seller shall make available to Buyer, as soon as practical, but no later than _____ days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control relating to any crop or land lease for the Property.

Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not give notice of disapproval within _____ days (10 days if not filled in) of receipt of the above documents or the date that the above documents are due (whichever is earlier), then this lease review contingency shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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. The parties should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements.

4. DOCUMENT REVIEW PERIOD. If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance:

_____ .

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.

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

6. TAX DESIGNATION.

a. Classification of Property. Seller represents that the Property is classified as open space farm and agricultural timberland under Chapter 84.34 RCW.

b. Removal from Classification. Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by Seller Buyer both Seller and Buyer in equal shares (Seller if no box is checked).

c. Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay.

**INSPECTION ADDENDUM TO
PURCHASE AND SALE AGREEMENT**
Continued

filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the Initial Inspection Period shall be so extended. 46
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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. 48
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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: 51
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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. 58
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ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set forth in Paragraph 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. 64
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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 or specialist 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. 69
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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. 78
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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). 81
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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. 86
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INSPECTOR REFERRAL DISCLOSURE

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

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

A. _____
Name of Inspector

Nature of Relationship with Broker

B. _____
Name of Inspector

Nature of Relationship with Broker

C. _____
Name of Inspector

Nature of Relationship with Broker

Firm (Company)

By: (Broker) Date

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

Buyer/Seller Date

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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

NOTICE TO BUYER: By including this Addendum in the Agreement, you agree to have your purchase price 5
increased if Seller receives an equal or higher offer from another buyer (the "Competing Offer"). This Addendum does 6
not assure that the Competing Offer used to establish your Purchase Price will, in all ways, be comparable to yours. 7
You are cautioned to offer no more than you are willing to pay for the Property. You are further cautioned that Seller 8
or the Listing Broker may disclose the terms of your offer, including this Addendum, to other potential buyers. 9

1. PURCHASE PRICE. If Seller receives a Competing Offer for the Property prior to accepting this offer, with a 10
Net Price equal to or greater than the Net Price of this offer, then the Net Price of this offer shall be 11
increased to \$ _____ more than the Net Price of the Competing Offer. In no event, however, shall the 12
new Purchase Price of this offer exceed \$ _____. 13

The term "Net Price" means the stated Purchase Price (or the maximum price if the Competing Offer contains a price 14
escalation clause) including any price adjustments such as credits to Buyer for closing costs or credits to Seller. 15

2. COMPETING OFFER. A Competing Offer must be a complete copy of a bona fide, arm's length, written offer on 16
NWMLS or similar forms, containing all material terms necessary for an enforceable agreement which (a) requires 17
the full Purchase Price to be paid in cash at closing; (b) provides for closing no later than _____ days (60 18
days if not filled in) from the date of this offer; and (c) is not contingent on the sale of the buyer's property (i.e. no 19
NWMLS Form 22B or equivalent). A Competing Offer may include other conditions, such as a buyer's pending 20
sale of property contingency (i.e. NWMLS Form 22Q or equivalent). 21

3. SELLER'S ACCEPTANCE. The parties shall use the "Escalation Addendum Notice" (Form 35EN) for notices 22
required by this section. 23

a. Competing Offer Required for Escalation. Seller's escalation of this offer shall not be effective unless 24
it is accompanied by a complete copy of any Competing Offer used to escalate the Purchase Price, 25
including any escalation provision. 26

i. If Seller fails to provide an offer to be used as a Competing Offer to Buyer at the time of mutual 27
acceptance, then Buyer may give notice to Seller of that fact within _____ days (3 days if not filled 28
in). If Buyer fails to timely give such notice, then Buyer shall be obligated to purchase at the new 29
Purchase Price calculated by Seller. If Buyer provides such notice, Seller shall have _____ days 30
(1 day if not filled in) to deliver the Competing Offer to Buyer. If Seller fails to timely deliver the 31
Competing Offer, Buyer shall be entitled to purchase the Property at the non-escalated price. 32

b. Notice to Seller – Non-Qualifying Competing Offer. 33

i. If the offer provided by Seller does not qualify as a Competing Offer under Paragraph 2 of this 34
Addendum, Buyer may deliver notice to Seller of that fact within _____ days (3 days if not filled in) 35
of receipt of the Competing Offer. If Buyer fails to timely give such notice, the offer shall 36
conclusively be deemed to qualify as a Competing Offer under Paragraph 2 of this Addendum. 37

ii. If Buyer provides such notice to Seller, Seller shall have _____ days (2 days if not filled in) to give 38
notice of termination of this Agreement. If Seller timely gives such notice, the Earnest Money shall 39
be refunded to Buyer. If Seller does not timely give such notice of termination, then Buyer shall be 40
entitled to purchase the Property at the non-escalated Purchase Price. 41

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials 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
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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
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- 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
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Initials: BUYER: _____ Date: _____ SELLER: _____ Date: _____
 BUYER: _____ Date: _____ SELLER: _____ Date: _____

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 check 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