

Appendix A - page 1

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. 5

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

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 15 16 17 18 19 20 21

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 30 31 32 33 34

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 36 37

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 39 40

Appendix B - page 2

PRE-INSPECTION AGREEMENT

This Pre-Inspection Agreement (“Agreement”) is made this _____ 1

between _____ (“Buyer”) 2
Buyer Buyer

and _____ (“Seller”) 3
Seller Seller

in anticipation of the negotiation of a purchase and sale agreement between them for the real property located at 4

_____ (the “Property”). 5
Address City State Zip

1. **Pre-Contract Inspection.** Seller agrees that Buyer may inspect the Property at a mutually convenient time and 6
date. Buyer’s inspection may include, at Buyer’s option, the structural, mechanical and general condition of the 7
improvements to the Property, compliance with building and zoning codes, an inspection of the Property for 8
hazardous materials, a pest inspection, and a soils/stability inspection. The inspection must be performed by 9
Buyer or a person licensed (or exempt from licensing) under Chapter 18.280 RCW. 10

2. **Buyer’s Obligations.** All inspections are to be (a) ordered by Buyer (b) performed by an inspector of Buyer’s 11
choice and (c) completed at Buyer’s expense. Buyer shall not alter the Property or any improvements on the 12
Property without first obtaining Seller’s permission. Buyer is solely responsible for interviewing and selecting all 13
inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were 14
in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property 15
performed on Buyer’s behalf. Buyer shall not provide the inspection report, or portions of the report, to Seller, 16
unless Seller requests otherwise. Upon Seller’s written request, Buyer shall provide the inspection report to Seller. 17

3. **Sewer Inspection.** Buyer’s inspection of the Property may; may not (may, if not checked) include an 18
inspection of the sewer system, which may include a sewer line video inspection and assessment and may 19
require the inspector to remove toilets or other fixtures to access the sewer line. 20

4. **Oil Storage Tanks.** Any inspection regarding oil storage tanks or contamination from such tanks shall be limited 21
solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise agreed 22
to in writing by Buyer and Seller. 23

5. **No Further Obligation.** The parties understand that this Agreement does not obligate the Buyer or Seller to 24
consider or enter into a purchase and sale agreement. 25

6. **Attorneys’ Fees.** If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing 26
party is entitled to attorneys’ fees and expenses. 27

Buyer’s Signature Date Seller’s Signature Date 28

Buyer’s Signature Date Seller’s Signature Date 29

Sabrina Jones-Schroeder 3060 EXIT Real Estate Professionals
Buyer Broker MLS LAG No. Buyer Brokerage Firm 30

sabrina@exitofspokane.com 509-879-8800
Buyer Broker’s E-mail Address Buyer Broker’s Phone Number 31

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Form 35
Inspection Addendum
Rev. 7/23
Page 1 of 2

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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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. **INSPECTION CONTINGENCY.** This Agreement is conditioned on Buyer's subjective satisfaction with inspections of the Property and the improvements on the Property. Buyer's inspections may include, at Buyer's option and without limitation, the structural, mechanical and general condition of the improvements to the Property, compliance with building and zoning codes, an inspection of the Property for hazardous materials, a pest inspection, and a soils/stability inspection. Buyer's general home inspection must be performed by Buyer or a person licensed under RCW 18.280. Buyer may engage specialists (e.g. plumbers, electricians, roofers, etc.) to conduct further inspections of the Property.
 - a. **Sewer Inspection.** Buyer's inspection of the Property may; may not (may, if not checked) include an inspection of the sewer system, which may include a sewer line video inspection and assessment and may require the inspector to remove toilets or other fixtures to access the sewer line.
2. **BUYER'S OBLIGATIONS.** All inspections are to be (a) ordered by Buyer, (b) performed by inspectors of Buyer's choice, and (c) completed at Buyer's expense. Buyer shall not alter the Property or any improvements on the Property without first obtaining Seller's permission. Buyer is solely responsible for interviewing and selecting all inspectors. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf.
3. **BUYER'S NOTICE.** This inspection contingency shall conclusively be deemed waived and Seller shall not be obligated to make any repairs or modifications unless within _____ days (10 days if not filled in) after mutual acceptance of this Agreement (the "Initial Inspection Period"), Buyer gives notice (a) approving the inspection and waiving this contingency; (b) disapproving the inspection and terminating the Agreement; (c) that Buyer will conduct additional inspections; or (d) proposing repairs to the property or modifications to the Agreement. If Buyer disapproves the inspection and terminates the Agreement, the Earnest Money shall be refunded to Buyer. If Buyer proposes repairs to the property or modifications to the Agreement, including adjustments to the purchase price or credits for repairs to be performed after Closing, the parties shall negotiate as set forth in Paragraph 6, below. The parties may use NWMLS Form 35R to give notices required by this Addendum.
4. **INSPECTION REPORT.** Buyer shall not provide the inspection report, or portions of the report, to Seller, unless Seller requests otherwise in writing. Upon Seller's written request, Buyer shall provide to Seller the inspection report, portions of the report, or the inspector's recommendation for additional inspections, as requested by Seller.
 - a. **Waiver of Contingency by Buyer.** If Buyer provides any portion of the inspection report to Seller without Seller's prior written request or consent, the inspection contingency shall conclusively be deemed waived.
 - b. **Seller Request.** The selection of any checkbox below by Seller shall not be considered a counteroffer.
 - Seller requests that Buyer provide the inspection report to Seller.
 - If Buyer requests repairs or modifications to the Agreement, Seller requests that Buyer provide only the portions of the inspection report related to the requested repairs or modifications to Seller.
 - If Buyer provides notice of additional inspections pursuant to Paragraph 5, Seller requests that Buyer provide a copy of the inspector's recommendation for additional inspections to Seller.
5. **ADDITIONAL TIME FOR INSPECTIONS.** If an inspector so recommends, Buyer shall have additional time to obtain further evaluation of any item by a specialist at Buyer's option and expense if, on or before the end of the Initial Inspection Period, Buyer provides notice that Buyer will seek additional inspections and, upon Seller's request, a copy of the inspector's recommendation. If Buyer provides timely notice of additional inspections (and, if requested by Seller, a copy of the inspector's recommendation), Buyer shall have _____ (5 days if not

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

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INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

Continued

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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Form 22R
Well Addendum
Rev. 7/23
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WELL 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

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

1. **Number of Connections.** Seller represents that the well currently has _____ (one, if not filled in) 7
connection(s). 8
2. **Seller's Representations.** Seller represents that, except as explained below, to the best of Seller's knowledge, the 9
well and water supply system serving the Property (a) provide an adequate supply of household and yard water for 10
Seller's use; (b) are not presently contaminated by biological or chemical agents; (c) comply with all applicable local, 11
state, and federal laws, standards, and regulations, including applicable purity standards; and (d) have no other 12
material defects. 13
3. **Well Documents Review Period.** Seller shall deliver to Buyer all documents in Seller's possession associated 14
with the well, including, but not limited to shared well agreements and maintenance records, within _____ days 15
(10 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of 16
disapproval within _____ days (5 days if not filled in) of receipt of the above documents or the date that the 17
above documents are due, whichever is earlier, then this well documents review period shall conclusively be 18
deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and 19
the Earnest Money shall be refunded to Buyer. 20
4. **Well Inspection.** Buyer is advised to conduct all inspections necessary or reasonable to ensure that the well and 21
water quality and supply is satisfactory to Buyer. Such inspection(s) may include testing of flow rate; purity 22
standards (organic and inorganic); verification that the source is adequate and that the system meets federal, 23
state and/or local standards as well as any other matter of concern to Buyer. Any inspection(s) shall be (a) 24
ordered by Buyer; (b) performed by qualified inspector(s) of Buyer's choice; and (c) completed at Buyer's 25
expense. Buyer shall have the right to attend the inspection(s). 26
 - a. **Water Quality Contingency.** The Agreement is contingent on Buyer's approval of an inspection of the water 27
quality and/or purity tests (organic and inorganic). Water quality tests shall be performed by a qualified 28
professional. The water quality and/or purity tests shall; shall not be submitted to a private lab for further 29
evaluation. 30
This water quality contingency shall conclusively be deemed waived and Seller shall not be obligated to make 31
repairs or modifications unless within _____ days (15 days if not filled in) of mutual acceptance, Buyer 32
gives written notice (a) disapproving of the inspection report and terminating the Agreement or (b) proposing 33
repairs to the well related to water quality or modifications to the Agreement. 34
 - b. **Water Quantity Contingency.** The Agreement is contingent on Buyer's approval of an inspection including 35
(i) water quantity tests, flow rates, and verification that the source is adequate; (ii) compliance with federal, 36
state and/or local standards; and (iii) any other matter of concern to Buyer. The water quantity test shall be 37
performed by a qualified professional. 38
This water quantity contingency shall conclusively be deemed waived and Seller shall not be obligated to 39
make repairs or modifications unless within _____ days (15 days if not filled in) of mutual acceptance, 40
Buyer gives notice (a) disapproving the inspection and terminating the Agreement or (b) proposing repairs to 41
the well related to water quantity or modifications to the Agreement. 42

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

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WELL ADDENDUM TO PURCHASE AND SALE AGREEMENT Continued

- c. **Buyer's Requests for Repairs or Modifications.** If Buyer requests repairs or modifications pursuant to Paragraph 4(a) and/or Paragraph 4(b), the parties shall negotiate as set forth in this Paragraph 4(c). Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided.
- i. **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:
- ii. **Buyer's Reply.** If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall have _____ days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller fails to timely respond, the day Seller's response period ends, whichever is earlier, to (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 well inspection and terminate the Agreement, in which event, the Earnest Money shall be refunded to 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 4(c)(ii). Buyer's inaction during Buyer's reply period shall result in waiver of this well inspection contingency, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this contingency shall be deemed waived.
5. **Water Rights Transfer.** The parties acknowledge that water rights may not automatically transfer with title to the Property and the parties should consult with an attorney to facilitate the transfer of any water rights. Such transfers may require the consent of third parties and governmental agencies. Any transfer costs, including obtaining any required consents, shall be paid by Seller; Buyer.
6. **Local Requirements.** Buyer acknowledges that water supply requirements and water use limits vary by city, county, and watershed. Buyer is advised to consult with an expert regarding water supply requirements and water use limits for the Property.
7. **Other.**

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SEPTIC 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

THIS ADDENDUM SUPERSEDES ANY OTHER PROVISIONS OF THIS AGREEMENT RELATING TO THE ON-SITE SEWAGE SYSTEM ("OSS") SERVING THE PROPERTY, EXCEPT FOR THE PROVISIONS OF A COUNTY SPECIFIC SEPTIC ADDENDUM. 5
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1. **Type of OSS.** The Property is served by: 8

- Private Septic System 9
- Shared Septic System 10

2. **Seller's Representations.** Seller represents that, to the best of Seller's knowledge, the OSS serving the Property (a) does not require repair other than pumping and normal maintenance; (b) does not currently violate any applicable local, state, and federal laws, standards, and regulations; and (c) has no material defects. 11
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3. **Maintenance Records.** 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. 14
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4. **County or City Inspection Requirements.** Seller shall comply with any local regulations or ordinances that may require Seller to conduct an inspection of the OSS prior to the sale of the Property. 16
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5. **Inspection and Pumping of OSS.** Seller shall have the OSS inspected and, if the inspector determines necessary, pumped by an OSS service company at Seller's expense. Seller shall provide Buyer with a copy of the inspection report within _____ days (10 days if not filled in) of mutual acceptance. If Seller had the OSS inspected and, if necessary, pumped within _____ months (12 months if not filled in) of mutual acceptance by an OSS service company and Seller provides Buyer with written evidence thereof, including an inspection report, Seller shall have no obligation to inspect and pump the system unless otherwise required by Buyer's lender. 18
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- Buyer's Right to Attend Inspection.** If checked and if Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. Seller shall provide Buyer with 3 days notice of the date and time of the inspection. 25
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6. **OSS Inspection Contingency.** This Agreement is conditioned on Buyer's subjective satisfaction of the inspection report from the OSS service company. This contingency shall be deemed waived unless Buyer gives notice of disapproval of the inspection report within _____ days (5 days if not filled in) after receipt of the inspection report. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 28
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7. **Other.** 33

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Form 1A
Exclusive Sale
Rev. 1/24
Page 1 of 4

EXCLUSIVE SALE AND LISTING AGREEMENT

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This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between 1

_____, ("Seller") and 2
Seller _____ Seller _____

_____, ("Listing Firm" or "Firm") with regard 3

to the real property commonly known as _____, City _____, 4

County _____, WA, Zip _____; and legally described on Exhibit A ("the Property"). 5

1. DEFINITIONS. (a) "MLS" means the Northwest Multiple Listing Service; and (b) "sell" includes a contract to sell; an 6
exchange or contract to exchange; or an option to purchase. Firm need not submit to Seller any offers to lease, 7
rent, or enter into any agreement other than for sale of the Property. 8

2. TERM. Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual 9
acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this 10
Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall 11
automatically extend until the sale is closed or the purchase and sale agreement is terminated. 12

3. AGENCY. 13

a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 14

b. Listing Broker. Listing Firm appoints _____ 15
to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and 16
any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. 17
No other brokers affiliated with Firm are agents of Seller. 18

4. LIMITED DUAL AGENCY. 19

a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker 20
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 21
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 22
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 23

Seller's Initials Date Seller's Initials Date 24

b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than 25
Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 26
Listing Firm's Buyer's Broker, acting as a limited dual agent. 27

5. LIST DATE. Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 28
and photographs of the Property (collectively "Listing Data"), to be published by MLS on _____ 29
("List Date"), which date shall not be more than 90 days from the Effective Date. Seller acknowledges that exposure 30
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value 31
for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in 32
any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social 33
media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially 34
interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, Seller may 35
instruct Listing Broker to limit marketing by not displaying the Property address or map location on the internet, by 36
eliminating any and all internet advertising, and by imposing specific showing requirements and other similar 37
restrictions. 38

6. FAIR HOUSING. Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based 39
on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 40
citizenship or immigration status, families with children status, familial status, honorably discharged veteran or 41
military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal 42
by a person with a disability. 43

Seller's Initials Date Seller's Initials Date

EXCLUSIVE SALE AND LISTING AGREEMENT

- 7. **COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller’s breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
 - a. Listing Firm Compensation
 - i. _____% of the sales price, or \$ _____; or
 - ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price, or \$ _____, (equal to the amount in subsection 7(a)(i) if not filled in).
 - b. Buyer Brokerage Firm Compensation
 - i. _____% of the sales price, or \$ _____ to a cooperating member of MLS representing the buyer (“Buyer Brokerage Firm”) (“Buyer Brokerage Firm Compensation”), which includes another broker affiliated with Listing Firm who represents the buyer; or
 - ii. If the Listing Broker represents both Seller and the buyer as a limited dual agent _____% of the sales price, or \$ _____, (equal to the amount in subsection 7(b)(i) if not filled in).
 - iii. If checked, the offer to pay Buyer Brokerage Firm Compensation shall extend to licensed brokerage firms that are not members of MLS.
 - iv. Buyer Brokerage Firm Compensation shall be paid as set forth above, unless modified by the buyer and Buyer Brokerage Firm in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer’s intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.
 - v. Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.
 - c. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.
 - d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
 - e. Additional Consent. Seller consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.
- 8. **PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
 - a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.

EXCLUSIVE SALE AND LISTING AGREEMENT

- 9. **MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Data to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement. 90-99

- 10. **PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims. 100-109

- 11. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement by this reference) is correct. 110-115

- 12. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 116-125

- 13. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 126-129

- 14. **CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA, USDA, or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment. 130-139

Seller's Initials	Date	Seller's Initials	Date
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EXCLUSIVE SALE AND LISTING AGREEMENT

15. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance shall be retained by Seller; divided equally between Seller and Firm (retained by Seller if not checked).

16. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

17. OTHER.

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Seller's Signature Date

Seller's Signature Date

Seller E-mail Address

Seller Phone Number

Listing Firm

Listing Broker's Signature Date

Listing Firm License Number

Listing Broker License Number

Listing Broker E-mail Address

Listing Broker Phone Number

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EXCLUSIVE SALE AND LISTING AGREEMENT

This Exclusive Sale and Listing Brokerage Services Agreement (the "Agreement") is made by and between 1

_____, ("Seller") and 2
Seller _____ Seller _____

_____, ("Listing Firm" or "Firm") with regard 3

to the real property commonly known as _____, City _____, 4

County _____, WA, Zip _____; and legally described on Exhibit A ("the Property"). 5

1. **DEFINITIONS.** (a) "MLS" means the _____ Multiple Listing Service; 6
and (b) "sell" includes a contract to sell; an exchange or contract to exchange; or an option to purchase. Firm need 7
not submit to Seller any offers to lease, rent, or enter into any agreement other than for sale of the Property. 8

2. **TERM.** Seller hereby grants to Listing Firm the exclusive right to list and sell the Property from the date of mutual 9
acceptance of this Agreement ("Effective Date") until midnight of _____ ("Listing Term"). If this 10
Agreement expires while Seller is a party to a purchase and sale agreement for the Property, the Listing Term shall 11
automatically extend until the sale is closed or the purchase and sale agreement is terminated. 12

3. **AGENCY.** 13

a. Pamphlet. Seller acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 14

b. Listing Broker. Listing Firm appoints _____ 15
to represent Seller ("Listing Broker"). This Agreement creates an agency relationship with Listing Broker and 16
any of Firm's managing brokers who supervise Listing Broker ("Supervising Broker") during the Listing Term. 17
No other brokers affiliated with Firm are agents of Seller. 18

4. **LIMITED DUAL AGENCY.** 19

a. Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Listing Broker and Supervising Broker 20
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 21
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 22
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 23

Seller's Initials Date Seller's Initials Date 24

b. Firm Limited Dual Agency. If the Property is sold to a buyer represented by one of Firm's brokers other than 25
Listing Broker ("Listing Firm's Buyer's Broker"), Seller consents to any Supervising Broker, who also supervises 26
Listing Firm's Buyer's Broker, acting as a limited dual agent. 27

5. **LIST DATE.** Firm shall submit this listing, including the Property information on the attached Listing Input Sheets 28
and photographs of the Property (collectively "Listing Data"), to be published by MLS on _____ 29
("List Date"), which date shall not be more than 90 days from the Effective Date. Seller acknowledges that exposure 30
of the Property to the open market through MLS will increase the likelihood that Seller will receive fair market value 31
for the Property. Accordingly, prior to the List Date, Firm and Seller shall not promote or advertise the Property in 32
any manner whatsoever, including, but not limited to yard or other signs, flyers, websites, e-mails, texts, social 33
media, mailers, magazines, newspapers, open houses, previews, showings, or tours. Seller shall not materially 34
interfere with Listing Firm's marketing of the Property. To address any privacy or similar concerns, Seller may 35
instruct Listing Broker to limit marketing by not displaying the Property address or map location on the internet, by 36
eliminating any and all internet advertising, and by imposing specific showing requirements and other similar 37
restrictions. 38

6. **FAIR HOUSING.** Seller acknowledges that local, state, and federal fair housing laws prohibit discrimination based 39
on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, 40
citizenship or immigration status, families with children status, familial status, honorably discharged veteran or 41
military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal 42
by a person with a disability. 43

Seller's Initials Date Seller's Initials Date

EXCLUSIVE SALE AND LISTING AGREEMENT

- 7. **COMPENSATION.** Seller acknowledges that there are no standard compensation rates and the compensation in this Agreement is fully negotiable and not set by law. If during the Listing Term, Seller sells the Property and the sale closes; or the sale fails to close due to Seller’s breach of the terms of the purchase and sale agreement, Seller shall pay compensation as follows:
 - a. Listing Firm Compensation
 - i. _____% of the sales price, or \$ _____; or
 - ii. If the buyer is not represented by a buyer brokerage firm, the Listing Firm compensation shall be _____% of the sales price, or \$ _____, (equal to the amount in subsection 7(a)(i) if not filled in).
 - b. Buyer Brokerage Firm Compensation
 - i. _____% of the sales price, or \$ _____ to a cooperating member of MLS representing the buyer (“Buyer Brokerage Firm”) (“Buyer Brokerage Firm Compensation”), which includes another broker affiliated with Listing Firm who represents the buyer; or
 - ii. If the Listing Broker represents both Seller and the buyer as a limited dual agent _____% of the sales price, or \$ _____, (equal to the amount in subsection 7(b)(i) if not filled in).
 - iii. If checked, the offer to pay Buyer Brokerage Firm Compensation shall extend to licensed brokerage firms that are not members of MLS.
 - iv. Buyer Brokerage Firm Compensation shall be paid as set forth above, unless modified by the buyer and Buyer Brokerage Firm in a mutually accepted purchase and sale agreement. The offered amount may not be withdrawn or reduced with respect to a buyer after that buyer or the Buyer Brokerage Firm has notified the Listing Firm or Seller of that buyer’s intent to submit an offer (and for three calendar days thereafter). Buyer Brokerage Firm is an intended third-party beneficiary of this Agreement.
 - v. Seller acknowledges that offering compensation to Buyer Brokerage Firm is not required.
 - c. Expiration of the Listing Term. If Seller shall, within _____ days (180 days if not filled in) after the expiration of the Listing Term, sell the Property to any person to whose attention it was brought through the signs, advertising or other action of the Listing Firm, or on information secured directly or indirectly from or through Firm, during the Listing Term, Seller will pay Firm and Buyer Brokerage Firm the above compensation at closing. Provided, that if Seller pays compensation to other licensed brokerage firms in conjunction with a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other listing firm and the compensation payable to Buyer Brokerage Firm shall be reduced by the amount paid to such other buyer brokerage firm.
 - d. Cancellation Without Legal Cause. If Seller cancels this Agreement without legal cause, Seller may be liable for damages incurred by Firm as a result of such cancellation, regardless of whether Seller pays compensation to another licensed brokerage firm.
 - e. Additional Consent. Seller consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030.
- 8. **PROPERTY ACCESS AND KEYBOX.** Listing Firm shall install a keybox on the Property that holds a key to the Property which may be opened by an electronic key held by members of MLS, their brokers, and affiliated appraiser members of MLS. Unless otherwise agreed in writing or as set forth in the attached Listing Input Sheets, Firm and other members of MLS shall be entitled to show the Property at all reasonable times.
 - a. Property Access for Non-Member Brokers. Listing Firm may be contacted by licensed brokers who are not members of MLS and do not have access to the keybox on the Property. Seller authorizes; does not authorize (authorizes if not filled in) Firm to provide access to the Property to licensed brokers who are not members of MLS. If authorized, Listing Firm shall; shall not (shall if not filled in) be required to attend any such showing. If authorized, Listing Firm shall; shall not (shall if not filled in) require brokers who are not members of MLS to execute an access agreement prior to any showing.

EXCLUSIVE SALE AND LISTING AGREEMENT

- 9. **MULTIPLE LISTING SERVICE.** Seller authorizes Listing Firm and MLS to publish and distribute the Listing Data to other members of MLS and their affiliates and third parties for public display and other purposes, subject to any restrictions imposed by Seller. This authorization shall survive the termination of this Agreement. Firm is authorized to report the sale of the Property (including price and all terms) to MLS and to its members, financial institutions, appraisers, and others related to the sale. Firm may refer this listing to any other cooperating multiple listing service at Firm's discretion or a licensed broker who is not a member of a multiple listing service. Firm shall cooperate with all other members of MLS, members of a multiple listing service to which this listing is referred, and any licensed brokers who are not members of a multiple listing service. MLS is an intended third-party beneficiary of this Agreement and will provide the Listing Data to its members and their affiliates and third parties, without verification and without assuming any responsibility with respect to this Agreement. 90-99

- 10. **PROPERTY CONDITION AND INSURANCE.** Neither Firm, MLS, nor any members of MLS or of any multiple listing service to which this listing is referred shall be responsible for, and Seller shall indemnify and hold them harmless from, any loss, theft, or damage of any nature or kind whatsoever to the Property, any personal property therein, or any personal injury resulting from the condition of the Property, including entry by the key to the keybox and/or at open houses, except for damage or injury caused by their gross negligence or willful misconduct. Seller is advised to notify Seller's insurance company that the Property is listed for sale and ascertain that the Seller has adequate insurance coverage. If the Property is to be vacant during all or part of the Listing Term, Seller is advised to request that a "vacancy clause" be added to Seller's insurance policy. Seller acknowledges that intercepting or recording conversations of persons in the Property without first obtaining their consent violates RCW 9.73.030 and Seller shall indemnify and hold Firm and other members of MLS harmless from any related claims. 100-109

- 11. **SELLER'S WARRANTIES AND REPRESENTATIONS.** Seller warrants that Seller has the right to sell the Property on the terms herein. If Seller provides Firm with any photographs, drawings, or sketches of the Property, Seller warrants that Seller has the necessary rights in the photographs, drawings, or sketches to allow Firm to use them as contemplated by this Agreement. Seller shall indemnify and hold Firm and other members of MLS harmless in the event the foregoing warranties are incorrect. Seller represents, to the best of Seller's knowledge, that the Property information on the Listing Input Sheets (attached to and incorporated into this Agreement by this reference) is correct. 110-115

- 12. **SHORT SALE / NO DISTRESSED HOME CONVEYANCE.** If the proceeds from the sale of the Property are insufficient to cover the Seller's costs at closing, Seller acknowledges that the decision by any beneficiary or mortgagee, or its assignees, to release its interest in the Property, for less than the amount owed, does not automatically relieve Seller of the obligation to pay any debt or costs remaining at closing, including fees such as Firm's compensation. Firm will not represent or assist Seller in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of, the proceeds from a resale of the property. 116-125

- 13. **SELLER DISCLOSURE STATEMENT.** Unless Seller is exempt under RCW 64.06, Seller shall provide to Firm as soon as reasonably practicable, a completed "Seller Disclosure Statement" (Form 17 (Residential)), (Form 17C (Unimproved Residential)), or (Form 17 Commercial). Seller shall indemnify, defend, and hold Firm harmless from and against any and all claims that the information Seller provides on Form 17, Form 17C, or Form 17 Commercial is inaccurate. 126-129

- 14. **CLOSING.** Seller shall furnish and pay for a buyer's policy of title insurance showing marketable title to the Property. Seller shall pay real estate excise tax and one-half of any escrow fees or such portion of escrow fees and any other fees or charges as provided by law in the case of a FHA, USDA, or VA financed sale. Rent, taxes, interest, reserves, assumed encumbrances, homeowner fees and insurance are to be prorated between Seller and the buyer as of the date of closing. Seller shall prepare and execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") and Firm may provide a copy of the FIRPTA certification to escrow and the buyer. If Seller is a foreign person or entity, and the sale is not otherwise exempt from FIRPTA, Seller acknowledges that a percentage of the amount realized from the sale will be withheld for payment to the Internal Revenue Service and Seller shall pay any fees, including any fees incurred by the buyer, related to such withholding and payment. 130-139

Seller's Initials	Date	Seller's Initials	Date
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EXCLUSIVE SALE AND LISTING AGREEMENT

15. DAMAGES IN THE EVENT OF BUYER'S BREACH. In the event Seller retains earnest money as liquidated damages on a buyer's breach, any costs advanced or committed by Firm on Seller's behalf shall be paid therefrom and the balance shall be retained by Seller; divided equally between Seller and Firm (retained by Seller if not checked).

16. ATTORNEYS' FEES. In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the Property is located.

17. SELLER OPT-OUT. Check one if applicable:
a. I have advised Listing Broker that I do not want the listed property to be displayed on the internet; or
b. I have advised Listing Broker that I do not want the address of the listed property to be displayed on the internet.
c. I understand and acknowledge that, if I have selected option (a), consumers who conduct searches for listings on the internet will not see information about the listed property in response to their search.

18. OTHER.

Seller's Signature Date

Seller's Signature Date

Seller E-mail Address

Seller Phone Number

Listing Firm

Listing Broker's Signature Date

Listing Firm License Number

Listing Broker License Number

Listing Broker E-mail Address

Listing Broker Phone Number

Appendix M - page 21

AMENDMENT TO EXCLUSIVE LISTING AGREEMENT

This amends the Exclusive Listing Brokerage Services Agreement ("Agreement") dated _____, 1
between _____ ("Seller") 2
and, _____ ("Listing Firm" or "Firm") 3
concerning the property, listing no. _____, commonly known as _____, 4
City _____, County _____, WA, Zip _____ (the "Amendment"). 5

1. **TERM EXTENDED.** The Listing Term in the Agreement is extended and Firm shall have the exclusive right to 6
list and sell the Property until midnight of _____ . 7

2. **LIST PRICE.** The list price is amended to \$ _____ . 8

3. **AGENCY AND CO-LISTING BROKER.** Firm appoints _____ ("Co-Listing Broker") to 9
represent Seller with Listing Broker. This Agreement creates an agency relationship with Co-Listing Broker and 10
any of Firm's managing brokers who supervise Co-Listing Broker ("Supervising Broker"). No other brokers 11
affiliated with Firm are agents of Seller. 12

4. **LIMITED DUAL AGENCY.** 13

a. Listing Broker as Limited Dual Agent. If Seller did not previously consent in the Agreement and if initialed 14
below, Seller consents to Listing Broker and any of Firm's managing brokers who supervise Listing Broker 15
acting as limited dual agents in the sale of the Property to a buyer that Listing Broker also represents. Seller 16
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Listing Broker from advocating terms 17
favorable to Seller to the detriment of the buyer and further limits Listing Broker's representation of Seller. 18

Seller's Initials Date Seller's Initials Date 19

b. Co-Listing Broker as Limited Dual Agent. If initialed below, Seller consents to Co-Listing Broker and 20
Supervising Broker acting as limited dual agents in the sale of the Property to a buyer that Co-Listing Broker 21
also represents. Seller acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Co-Listing Broker 22
from advocating terms favorable to Seller to the detriment of the buyer and further limits Co-Listing Broker's 23
representation of Seller. 24

Seller's Initials Date Seller's Initials Date 25

5. **OTHER.** 26

All other terms and conditions of the Agreement remain unchanged. 32

Seller's Signature Date Seller's Signature Date 33

Listing Firm Listing Broker's Signature Date 34

**BUYER BROKERAGE
SERVICES AGREEMENT**

6. SELLER COMPENSATION OFFER. 38

A seller may, but is not required to, offer compensation to Firm for representing Buyer in the purchase of seller's real property ("Seller's Offer"). Seller's Offer is disclosed in the listing, shall be stated in the purchase and sale agreement, and may be accepted by Buyer, on behalf of Firm, in the purchase and sale agreement. 39
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a. Seller's Offer Equal to Compensation. If Seller's Offer is equal to the Compensation, Buyer shall accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. 42
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b. Seller's Offer Greater Than Compensation. If Seller's Offer is greater than the Compensation, Buyer shall accept Seller's Offer and Buyer shall not be obligated to separately pay Firm. The amount of Seller's Offer that is greater than the Compensation shall be: 44
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Paid to Firm; 47

Credited to Buyer (to the extent allowed by Buyer's lender) and any non-allowed amount paid to Firm; 48

Credited to the seller; or 49

Other: _____ 50

c. Seller's Offer Less Than Compensation. If Seller's Offer is less than the Compensation, Buyer shall accept Seller's Offer (if any) and: 51
52

Pay the balance of the Compensation to Firm at closing; 53

Request that the seller pay the balance of the Compensation to Firm as a part of Buyer's offer to purchase the property; or 54
55

Other: _____ 56

7. COMPENSATION TERMS. The Compensation is due (except as otherwise agreed herein) when Buyer purchases real property located in the Area during the Term and: 57
58

a. Exclusive Agency. For Exclusive Agency, the purchase closes. 59

b. Non-Exclusive Agency. For Non-Exclusive Agency, the purchase closes, and Buyer Brokerage Firm represents Buyer in such purchase as indicated on the purchase and sale agreement. 60
61

c. Compensation After Expiration. If within _____ days (60 days if not filled in) after the Term: 62

i. Exclusive Agency. Buyer purchases a property that was brought to the attention of Buyer during the Term by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a property that Buyer inquired about to Firm during the Term. Compensation is due when the purchase closes. 63
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ii. Non-Exclusive Agency. Buyer purchases a property for which Buyer Brokerage Firm presented a written offer to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes. 66
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Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other firm(s). 68
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d. Additional Consent. Buyer consents to Firm receiving compensation from more than one party and to sharing of compensation between firms, provided that any terms and amounts offered to or by Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm. 71
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e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, Buyer may be liable for damages incurred by Firm as a result of such cancellation. 74
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8. SHOWINGS, LISTINGS, VA FINANCING. 76

a. Showing Properties. Buyer Broker shall; shall not (shall if not checked) be obligated to show properties to Buyer for which there is no Seller's Offer and Buyer has not agreed to pay the Compensation. 77
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b. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer. 79

Exceptions: _____ 80

c. VA Financing. Due to VA regulations, if Buyer is obtaining VA financing, the Compensation must be paid by the seller. 81

**BUYER BROKERAGE
SERVICES AGREEMENT**

- 9. **NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value of or the suitability of any property for Buyer’s purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property’s suitability and value. 82
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- 10. **INSPECTION RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 85
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- 11. **NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a “Distressed Home Conveyance” as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A “Distressed Home Conveyance” is a transaction where a buyer purchases property from a “Distressed Homeowner” (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of the proceeds from a resale of the property. 88
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- 12. **FAIR HOUSING.** Local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial 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. 94
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- 13. **ATTORNEYS' FEES.** In the event either party employs an attorney to enforce any terms of this Agreement and is successful, the other party agrees to pay reasonable attorneys' fees. In the event of trial, the successful party shall be entitled to an award of attorneys' fees and expenses; the amount of the attorneys' fees and expenses shall be fixed by the court. The venue of any suit shall be the county in which the property is located. 98
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- 14. **OTHER.** 102
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Buyer's Signature	Date	Buyer's Signature	Date	111
Buyer E-mail Address		Buyer Phone Number		112
EXIT Real Estate Professionals		Buyer Broker's Signature	Date	113
17684	Buyer Brokerage Firm License Number	2098	Buyer Broker License Number	114
sabrina@exitofspokane.com	Buyer Broker E-mail Address	509-879-8800	Buyer Broker Phone Number	115

Appendix O - page 25

Form 21
Residential PSA
Rev. 1/24
Page 1 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT Specific Terms

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Northwest Multiple Listing Service
ALL RIGHTS RESERVED

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 (limited dual agent); unrepresented
Seller represented by: Listing Broker; Listing/Buyer Broker (limited dual agent); unrepresented
17. **Buyer Brokerage Firm Compensation:** _____; Pay as Offered or Other – See Addendum
\$ or % Amount Offered in Listing
18. **Addenda:** _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Signature _____ Date _____

Seller Signature _____ Date _____

Buyer Address _____

Seller Address _____

City, State, Zip _____

City, State, Zip _____

Buyer Phone No. _____ Fax No. _____

Seller Phone No. _____ Fax No. _____

Buyer E-mail Address _____

Seller E-mail Address _____

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

Listing Brokerage Firm MLS Office No.

Sabrina Jones-Schroeder 3060
Buyer Broker (Print) MLS LAG No.

Listing Broker (Print) MLS LAG No.

509-535-8400 **509-879-8800** **509-535-2123**
Firm Phone No. Broker Phone No. Firm Fax No.

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

frontdesk@exitofspokane.com
Firm Document E-mail Address

Firm Document E-mail Address

sabrina@exitofspokane.com
Buyer Broker E-mail Address

Listing Broker E-mail Address

2098 **17684**
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.

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.

- 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.

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

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

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

_____	_____	_____	_____	_____	_____	_____	_____
Buyer’s Initials	Date	Buyer’s Initials	Date	Seller’s Initials	Date	Seller’s Initials	Date

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; (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); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. 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. 169-171
- 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: 172-173
 - 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. 174-175
 - 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. 176-179
- 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. 180-183
- 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. 184-187
- 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. 188-193
- 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. 194-196
- 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. All parties acknowledge receipt of the pamphlet entitled “Real Estate Brokerage in Washington.” 197-201
- 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. The compensation offered to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 17 and 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 control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party and to the sharing of compensation between firms. 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. 202-213
- 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. 214-216
- 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. 217-221

Buyer’s Initials	Date	Buyer’s Initials	Date	Seller’s Initials	Date	Seller’s Initials	Date
------------------	------	------------------	------	-------------------	------	-------------------	------

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

- 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, religion, caste, national origin, citizenship or immigration status, families with children status, familial 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.

Appendix Q - page 32

BUYER'S NOTICE OF TERMINATION (INFORMATION VERIFICATION PERIOD)

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

Buyer's Notice of Termination (Information Verification Period). Pursuant to the Information Verification Period 5
 provision in the Agreement, Buyer hereby gives notice that the following information provided by Seller or Listing 6
 Brokerage Firm is materially inaccurate. 7

Materially Inaccurate Information: 8
 _____ 9
 _____ 10
 _____ 11
 _____ 12
 _____ 13
 _____ 14
 _____ 15
 _____ 16
 _____ 17
 _____ 18

Accordingly, Buyer elects to terminate the Agreement and demands the return of the Earnest Money. 19

 Buyer Date Buyer Date 20

Appendix T - page 35

Form 39N
Notice to Second Buyer
Rev. 7/23
Page 1 of 1

NOTICE TO SECOND BUYER

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

Seller's Notice – First Buyer's Contingency Satisfied or Waived. Seller hereby gives notice to Second Buyer 5
that First Buyer responded to the Bump Notice and satisfied or waived First Buyer's Sale of Property Contingency. 6
The Second Sale Agreement is terminated and the Earnest Money shall be refunded to Second Buyer. 7

Seller's Notice – First Buyer Terminated Prior Sale. Seller hereby gives notice to Second Buyer that First Buyer 8
responded to the Bump Notice by terminating the Prior Sale. The Second Sale Agreement shall proceed to Closing. 9

Seller Date Seller Date 10

Appendix U - page 36

Form 65A
Rental – Early Occupancy
Rev. 7/23
Page 1 of 2

RENTAL AGREEMENT Buyer Occupancy Prior to Closing

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Notice: There are many risks associated with giving a buyer the right to occupy a property prior to closing. If a buyer defaults under the purchase and sale agreement, fails to close the sale, and fails to vacate the property, a seller may have limited rights to remove the buyer from the property. A seller should consult with an attorney before entering into an agreement that provides a buyer with occupancy prior to closing.

Date: _____ 1

Renter(s) _____ 2
Buyer/Renter Buyer/Renter

agree(s) to rent from Owner _____ 3
Seller/Owner Seller/Owner

the property commonly known as _____ 4
Address City

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

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

2. **TERM AND TERMINATION.** Renter is entitled to possession on _____ at _____ (9:00 p.m. if 10
not filled in). This Agreement and Renter's right to possession shall terminate on _____ at 11
_____ (9:00 p.m. if not filled in). If Renter purchases the Property from Owner, then this Agreement shall 12
terminate on closing of the sale. At the time of closing, advance rent paid to Owner shall be pro-rated on a daily 13
basis, and Renter shall be credited with any unused portion thereof. If this Agreement is terminated prior to the 14
termination date set forth in this paragraph, then any advance rent shall be pro-rated on a daily basis, and the 15
unused portion refunded to Renter immediately upon Renter's vacating the Property. If Renter holds over without 16
the written consent of Owner, Renter shall be liable for rent and all other damages sustained by Owner because 17
of such holdover. 18

3. **INSURANCE.** Owner agrees to keep the Property insured against fire and other normal casualties. All proceeds 19
of any such policy shall be payable to Owner alone. Owner shall have no responsibility for insuring anything in or 20
on the Property which belongs to Renter. Renter is advised that renter's insurance is available to Renter for 21
coverage related to liability for bodily injury, property damage, and for the theft, loss, or damage to Renter's 22
personal property. 23

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

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

6. **UNLAWFUL DETAINER.** This Agreement is subject to the provisions of the Unlawful Detainer Statute, RCW 29
59.12. If Renter and Owner have entered into a purchase and sale agreement for the purchase of the Property, 30
then a default under that purchase and sale agreement shall constitute a default under this Agreement, and 31
Owner shall be entitled to all remedies provided for in the Unlawful Detainer Statute, RCW 59.12. The parties 32
acknowledge that Renter's occupancy is not governed by the Residential Landlord Tenant Act (RCW 59.18). 33

7. **SUBLETTING OR ASSIGNMENT.** Renter may not sublet the Property and may not assign Renter's rights under 34
this Agreement. 35

Owner's Initials Date Owner's Initials Date Renter's Initials Date Renter's Initials Date

RENTAL AGREEMENT
Buyer Occupancy Prior to Closing
(Continued)

- 8. **RELEASE OF REAL ESTATE FIRMS.** Owner and Renter release all real estate firms and brokers involved with this Agreement between Owner and Renter and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 36
37
38
- 9. **ATTORNEYS' FEES.** If either party institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 39
40
- 10. **SMOKE DETECTOR.** Renter acknowledges and Owner certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Renter's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Owner makes the following disclosures: 41
42
43
44
45
 - (a) The smoke detection device is hard-wired battery operated. 46
 - (b) The Building does does not have a fire sprinkler system. 47
 - (c) The Building does does not have a fire alarm system. 48
 - (d) The building has a smoking policy, as follows: 49
50
51
 - The building does not have a smoking policy 52
 - (e) The building has an emergency notification plan for occupants, a copy of which is attached to this Agreement. 53
54
 - The building does not have an emergency notification plan for occupants. 55
 - (f) The building has an emergency relocation plan for occupants, a copy of which is attached to this Agreement. 56
57
 - The building does not have an emergency relocation plan for occupants. 58
 - (g) The building has an emergency evacuation plan for occupants, a copy of which is attached to this Agreement. 59
60
 - The building does not have an emergency evacuation plan for occupants. 61

Renter hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 62
- 11. **CARBON MONOXIDE ALARMS.** Owner shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Owner complies with RCW 19.27.530. 63
64
65
- 12. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 66
67
68
69
- 13. **MOLD DISCLOSURE.** Renter acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 70
71
- 14. **OTHER.** 72
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Owner	Date	Renter	Date
Owner	Date	Renter	Date

Appendix V - page 38

Form 65B
Rental – Delayed Occupancy
Rev. 7/23
Page 1 of 2

RENTAL AGREEMENT
Seller Occupancy After Closing

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Notice: There are many risks associated with giving a seller the right to occupy a property after closing. If a seller fails to vacate the property upon the termination of this rental agreement, a buyer may have limited rights to remove the seller from the property. A buyer should consult with an attorney before entering into an agreement that provides a seller with occupancy after closing.

Date: _____ 1

Renter(s) _____ 2
Seller/Renter Seller/Renter

agree(s) to rent from Owner _____ 3
Buyer/Owner Buyer/Owner

the property commonly known as _____ 4
Address City

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

1. POSSESSION. Renter is entitled to possession commencing on the closing of the sale of the Property from 6
Renter (Seller) to Owner (Buyer) ("Closing"). If the sale does not close, then this Agreement is void. 7

2. RENT. The rent shall be \$ _____ per _____ . 8
Rent shall be payable to _____ 9
at _____ . 10
Other: _____ . No rent may be paid or accepted more than three months after Closing. 11

3. TERM. This Agreement and Renter's right to possession shall terminate on _____ 12
("Termination Date") at _____ (9:00 p.m. if not filled in), which shall not be more than three months after Closing. 13
Upon termination, any advance rent shall be pro-rated on a daily basis, and the unused portion refunded to Renter 14
immediately upon Renter's vacating the Property. If Renter holds over without the written consent of Owner, Renter 15
shall be liable for rent and all other damages sustained by Owner because of such holdover to the extent permitted by 16
applicable laws. 17

Renter agrees that pursuant to this Paragraph 3, Owner has provided to Renter the requisite advance written notice 18
that: (i) the occupancy granted hereunder shall automatically expire and/or terminate upon the Termination Date 19
without further notice to Renter, (ii) Renter is not entitled to any rights to extend the Termination Date or to continue to 20
occupy or use the Property beyond the Termination Date, and (iii) Renter must immediately vacate and surrender the 21
Property to Owner on the Termination Date as further provided in this Agreement. The parties acknowledge that 22
Renter's occupancy is not governed by the Residential Landlord Tenant Act (RCW 59.18) provided that the terms and 23
conditions in this Agreement are not modified by the parties. However, this Agreement is subject to the provisions of 24
the Unlawful Detainer Statute (RCW 59.12). 25

4. INSURANCE. Owner agrees to insure the Property against fire and other normal casualties. All proceeds of any 26
such policy shall be payable to Owner alone. Owner shall have no responsibility for insuring anything in or on the 27
Property which belongs to Renter. Renter is advised that renter's insurance is available to Renter for coverage 28
related to liability for bodily injury, property damage, and for the theft, loss, or damage to Renter's personal 29
property. 30

5. UTILITIES. Renter agrees to pay for all utilities, including garbage collection charges, during the term of the 31
Agreement. 32

6. IMPROVEMENTS. Renter shall not make any improvements or alterations to the Property, including painting, 33
during the term of this Agreement, without the written permission of Owner. Renter will return the Property to 34
Owner in as good a condition as it presently is, ordinary wear and tear excepted. 35

7. SUBLETTING OR ASSIGNMENT. Renter may not sublet the Property and may not assign Renter's rights under 36
this Agreement. 37

8. RENTER REPRESENTED. Renter warrants that Renter was represented by an attorney licensed to practice law 38
in Washington or by a real estate broker licensed under RCW 18.85 during negotiation of the purchase and sale 39
agreement for the sale of the Property or at the time of Closing. 40

Owners' Initials Date Owners' Initials Date Renter's Initials Date Renter's Initials Date

RENTAL AGREEMENT
Seller Occupancy After Closing
(Continued)

- 9. **NO DISTRESSED HOME.** Renter warrants that at the time of Closing, the Property was not a Distressed Home as defined in RCW 61.34. 41
42
- 10. **RELEASE OF REAL ESTATE FIRMS.** Owner and Renter release all real estate firms and brokers involved with this Agreement between Owner and Renter and agree to indemnify all real estate firms and brokers from any and all claims arising under this Agreement. 43
44
45
- 11. **ATTORNEYS' FEES.** If either party institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. 46
47
- 12. **SMOKE DETECTOR.** Renter acknowledges and Owner certifies that the Property is equipped with a smoke detector(s) as required by RCW 43.44.110 and that the detector(s) has/have been tested and is/are operable. It is Renter's responsibility to maintain the smoke detector(s) as specified by the manufacturer, including replacement of batteries, if required. In addition, if the Property is a multi-family building (more than one unit), Owner makes the following disclosures: 48
49
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 - (a) The smoke detection device is hard-wired battery operated. 53
 - (b) The Building does does not have a fire sprinkler system. 54
 - (c) The Building does does not have a fire alarm system. 55
 - (d) The building has a smoking policy, as follows: 56
57

 - The building does not have a smoking policy. 58
 - (e) The building has an emergency notification plan for Renters, a copy of which is attached to this Agreement. 59
60
 - The building does not have an emergency notification plan for Renters. 61
 - (f) The building has an emergency relocation plan for Renters, a copy of which is attached to this Agreement. 62
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 - The building does not have an emergency relocation plan for Renters. 63
 - (g) The building has an emergency evacuation plan for Renters, a copy of which is attached to this Agreement. 64
65
 - The building does not have an emergency evacuation plan for Renters. 66

Renter hereby acknowledges receipt of a copy of the building's emergency evacuation routes. 67
- 13. **CARBON MONOXIDE ALARMS.** Owner shall equip the Property with carbon monoxide alarm(s) in accordance with the state building code as required by RCW 19.27.530. The parties acknowledge that the real estate firms and brokers are not responsible for ensuring that Owner complies with RCW 19.27.530. 68
69
70
- 14. **LEAD-BASED PAINT.** If the Property includes housing that was built before 1978, then the Addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" (NWMLS Form 22J Lease or equivalent), must be attached to this Agreement unless this lease/rental transaction is exempt from all applicable federal regulations. 71
72
73
74
- 15. **MOLD DISCLOSURE.** Renter acknowledges receipt of the pamphlet entitled "A Brief Guide to Mold, Moisture, and Your Home." 75
76
- 16. **OTHER.** 77
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Owner	Date	Renter	Date
Owner	Date	Renter	Date



REAL ESTATE BROKERAGE IN WASHINGTON

Introduction

This pamphlet provides general information about real estate brokerage and summarizes the laws related to real estate brokerage relationships. It describes a real estate broker's duties to the seller/landlord and buyer/tenant. Detailed and complete information about real estate brokerage relationships is available in chapter 18.86 RCW.

If you have any questions about the information in this pamphlet, contact your broker or the designated broker of your broker's firm.

Licensing and Supervision of Brokers

To provide real estate brokerage services in Washington, a broker must be licensed under chapter 18.85 RCW and licensed with a real estate firm, which also must be licensed. Each real estate firm has a designated broker who is responsible for supervising the brokers licensed with the firm. Some firms may have branch offices that are supervised by a branch manager and some firms may delegate certain supervisory duties to one or more managing brokers.

The Washington State Department of Licensing is responsible for enforcing all laws and rules relating to the conduct of real estate firms and brokers.

Agency Relationship

In an agency relationship, a broker is referred to as an “agent” and the seller/landlord and buyer/tenant is referred to as the “principal.” For simplicity, in this pamphlet, seller includes landlord, and buyer includes tenant.



For Sellers

A real estate firm and broker must enter into a written services agreement with a seller to establish an agency relationship. The firm will then appoint one or more brokers to be agents of the seller. The firm’s designated broker and any managing broker responsible for the supervision of those brokers are also agents of the seller.



For Buyers

A real estate firm and broker(s) who perform real estate brokerage services for a buyer establish an agency relationship by performing those services. The firm’s designated broker and any managing broker responsible for the supervision of that broker are also agents of the buyer. A written services agreement between the buyer and the firm must be entered into before, or as soon as reasonably practical after, a broker begins rendering real estate brokerage services to the buyer.



For both Buyer and Seller - as a Limited Dual Agent

A limited dual agent provides limited representation to both the buyer and the seller in a transaction. Limited dual agency requires the consent of each principal in a written services agreement and may occur in two situations: (1) When the buyer and the seller are represented by the same broker, in which case the broker’s designated broker and any managing broker responsible for the supervision of that broker are also limited dual agents; and (2) when the buyer and the seller are represented by different brokers in the same firm, in which case each broker solely represents the principal the broker was appointed to represent, but the broker’s designated broker and any managing broker responsible for the supervision of those brokers are limited dual agents.



Duration of Agency Relationship

Once established, an agency relationship continues until the earliest of the following:

1. Completion of performance by the broker;
2. Expiration of the term agreed upon by the parties;
3. Termination of the relationship by mutual agreement of the parties; or
4. Termination of the relationship by notice from either party to the other. However, such a termination does not affect the contractual rights of either party.

Written Services Agreement

A written services agreement between the firm and principal must contain the following:

1. The term (duration) of the agreement;
2. Name of the broker(s) appointed to act as an agent for the principal;
3. Whether the agency relationship is exclusive (which does not allow the principal to enter into an agency relationship with another firm during the term) or nonexclusive (which allows the principal to enter into an agency relationship with multiple firms at the same time);
4. Whether the principal consents to limited dual agency;
5. The terms of compensation;
6. In an agreement with a buyer, whether the broker agrees to show a property when there is no agreement or offer by any party or firm to pay compensation to the broker's firm; and
7. Any other agreements between the parties.

A Broker's Duties to All Parties

A broker owes the following duties to all parties in a transaction:

1. To exercise reasonable skill and care;
2. To deal honestly and in good faith;
3. To timely present all written offers, written notices, and other written communications to and from either party;
4. To disclose all existing material facts known by the broker and not apparent or readily ascertainable to a party. A material fact includes information that substantially adversely affects the value of the property or a party's ability to perform its obligations in a transaction, or operates to materially impair or defeat the purpose of the transaction. However, a broker does not have any duty to investigate matters that the broker has not agreed to investigate;
5. To account in a timely manner for all money and property received from or on behalf of either party;
6. To provide this pamphlet to all parties to whom the broker renders real estate brokerage services and to any unrepresented party;
7. To disclose in writing who the broker represents; and
8. To disclose in writing any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party.

A Broker's Duties to the Buyer or Seller

A broker owes the following duties to their principal (either the buyer or seller):

1. To be loyal to their principal by taking no action that is adverse or detrimental to their principal's interest in a transaction;
2. To timely disclose to their principal any conflicts of interest;
3. To advise their principal to seek expert advice on matters relating to the transaction that are beyond the broker's expertise;
4. To not disclose any confidential information from or about their principal; and
5. To make a good faith and continuous effort to find a property for the buyer or to find a buyer for the seller's property, until the principal has entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Limited Dual Agent Duties

A limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal. A broker, acting as a limited dual agent, owes the following duties to both the buyer and seller:

1. To take no action that is adverse or detrimental to either principal's interest in a transaction;
2. To timely disclose to both principals any conflicts of interest;
3. To advise both principals to seek expert advice on matters relating to the transaction that are beyond the limited dual agent's expertise;
4. To not disclose any confidential information from or about either principal; and
5. To make a good faith and continuous effort to find a property for the buyer and to find a buyer for the seller's property, until the principals have entered a contract for the purchase or sale of property or as agreed otherwise in writing.

Compensation

In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation Disclosure" to the buyer in a transaction for commercial real estate).

A services agreement must contain the following regarding compensation:

1. The amount the principal agrees to compensate the firm for broker's services as an agent or limited dual agent;
2. The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
3. The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Short Sales

A "short sale" is a transaction where the seller's proceeds from the sale are insufficient to cover seller's obligations at closing (e.g., the seller's outstanding mortgage is greater than the sale price). If a sale is a short sale, the seller's real estate firm must disclose to the seller that the decision by any beneficiary or mortgagee, to release its interest in the property for less than the amount the seller owes to allow the sale to proceed, does not automatically relieve the seller of the obligation to pay any debt or costs remaining at closing, including real estate firms' compensation.



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Revised January 1, 2024
RCW 18.86.120

Appendix X - page 44

Form 41A
Amendment to Buyer Brokerage Svcs. Agmt.
Rev. 1/24
Page 1 of 1

AMENDMENT TO BUYER BROKERAGE SERVICES AGREEMENT

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This amends the Buyer Brokerage Services Agreement ("Agreement") dated _____ between 1

EXIT Real Estate Professionals _____ ("Buyer Brokerage Firm" or "Firm") and 2

_____ ("Buyer") (the "Amendment"). 3

Buyer Buyer

1. **TERM EXTENDED.** The term of the Agreement is extended until _____ days (60 days if not filled in) from 4
the date of mutual acceptance of this Amendment. 5

2. **AGENCY RELATIONSHIP.** Buyer Brokerage Firm's representation of Buyer for the purchase of real property in 6
the Area is amended to be: 7

Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term 8
for the purchase of real property in the Area ("Exclusive Agency"); or 9

Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during 10
the Term ("Non-Exclusive Agency"). 11

3. **AGENCY AND CO-BUYER BROKER.** Firm appoints _____ ("Co-Buyer Broker") 12
to represent Buyer with Buyer Broker. This Amendment creates an agency relationship with Co-Buyer Broker and 13
any of Firm's managing brokers who supervise Co-Buyer Broker ("Supervising Broker"). No other brokers affiliated 14
with Firm are agents of Buyer. 15

4. **LIMITED DUAL AGENCY.** 16

a. **Buyer Broker as Limited Dual Agent.** If Buyer did not previously consent in the Agreement and if initialed below, 17
Buyer consents to Buyer Broker and any of Firm's managing brokers who supervise Buyer Broker acting as 18
limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as a limited 19
dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the detriment 20
of the seller and further limits Buyer Broker's representation of Buyer. 21

Buyer's Initials Date Buyer's Initials Date 22

b. **Co-Buyer Broker as Limited Dual Agent.** If initialed below, Buyer consents to Co-Buyer Broker and Supervising 23
Broker acting as limited dual agents in the sale of property that is listed by Co-Buyer Broker. Buyer 24
acknowledges that as a limited dual agent, RCW 18.86.060 prohibits Co-Buyer Broker from advocating terms 25
favorable to Buyer to the detriment of the seller and further limits Co-Buyer Broker's representation of Buyer. 26

Buyer's Initials Date Buyer's Initials Date 27

5. **COMPENSATION.** The compensation for Buyer Brokerage Firm's services is amended from the compensation 28
set forth in the Agreement to (the "Compensation"): 29

_____ % of purchase price; 30

\$ _____; 31

other: _____ 32

6. **OTHER:** 33

All other terms and conditions of the Agreement remain unchanged. 38

Buyer's Signature Date 39

Buyer's Signature Date 39

EXIT Real Estate Professionals
Buyer Brokerage Firm 40

Buyer Broker's Signature Date 40

Appendix Y - page 45

Legal Bulletin No. 224 Revisions to RCW 18.86

*By Northwest Multiple Listing Service
October 2, 2023*

1. Introduction

On January 1, 2024, important revisions to the law that governs real estate brokerage relationships (RCW 18.86) in Washington State – otherwise known as the “Agency Law” – become effective. These are the first significant revisions since the Agency Law took effect in 1997. The revisions, which are explained in detail in this bulletin and set forth in [Senate Bill 5191](#), include the following:

- Requiring real estate firms to enter into a written brokerage services agreement with a buyer as soon as reasonably practical after commencing real estate brokerage services for the buyer;
- Changing the term “dual agent” to “limited dual agent” to reflect that a broker representing both a buyer and a seller in the same transaction is limited in the representation that the broker can provide;
- Giving buyers and sellers the clear choice whether to consent to an individual broker acting as a limited dual agent by requiring the consent to limited dual agency to be separately initialed by the consumer;
- Clarifying that a broker owes certain duties in RCW 18.86.030 to all parties in a transaction;
- Ensuring complete transparency with regard to compensation by requiring that real estate firms disclose to all parties any compensation offered to a firm by another party or another real estate firm; and
- Modernizing and simplifying the “pamphlet” that brokers must provide to consumers which explains general information about real estate brokerage relationships.

Several forms will be revised to accommodate the changes to the law. Those forms include the listing agreements and related forms, a new “Buyer Brokerage Services Agreement” (which will replace the existing buyer representation agreements) and related forms, the purchase and sale agreements, and the lease/rental agreement. “The Law of Agency” pamphlet will also be revised and shortened in a new format entitled “Real Estate Brokerage in Washington.”

NWMLS and Washington Realtors have created a one-page informational handout that brokers can provide to buyers explaining the requirements of the revised law. While the revised pamphlet provides a summary of the law, the buyer handout is specifically designed to inform buyers of the recent changes to the Agency Law and the new statutory requirement related to buyer brokerage services agreements. NWMLS and Washington Realtors have also created a similar one-page informational handout for prospective renters.

The revised forms and pamphlet are currently available on NWMLS's website as SAMPLE forms for review purposes only. The revised forms and pamphlet will be published for use on Transaction Desk and Xpress Forms on January 1, 2024. The new buyer and prospective renter handouts are available now for brokers to use to prepare buyers and renters for the upcoming changes to the law.

The revisions to the Agency Law apply in both residential purchase and sale transactions and lease transactions. Note that while this bulletin generally refers to buyers, sellers, and purchase and sale transactions, the Agency Law revisions and NWMLS forms changes similarly apply to prospective renters, lessors, and lease transactions.

1. Brief History of RCW 18.86

The "Agency Law" took effect on January 1, 1997. Prior to the enactment of the Agency Law, real estate brokerage relationships were governed by common law concepts of agency, where an agent owed fiduciary duties to their principal. The Agency Law set forth how agency relationships were created, established specific statutory duties that brokers (at the time referred to as salespersons) owed to buyers/sellers, and introduced the "Law of Agency Pamphlet" that brokers were required to provide to their clients.

The biggest change promulgated by the Agency Law was the elimination of "sub-agency" (where all brokers in the transaction represented the seller) and the creation of "buyer agency." Prior to 1997, the "sub-agent" of the listing agent was responsible for finding potential buyers and providing services to the buyer, while still representing and owing fiduciary duties to the seller in the transaction. The Agency Law did away with sub-agency, acknowledged the importance of buyer representation, and established buyer agency and the specific duties that a broker owed to a buyer.

Under the Agency Law, brokers who perform real estate brokerage services for a buyer, are presumed to be the agent of the buyer, unless the broker has entered into a written agreement with the seller. To that end, the Agency Law requires real estate firms to enter into a written agency agreement with the seller, but does not require firms to enter into written agreements with buyers.

The Agency Law has been modified a handful of times over the past 25 years to add information to the pamphlet about short sales, update terminology from "licensee" or "salesperson" to "broker", and to clarify that brokers only owe statutory duties to clients (as opposed to common law fiduciary duties). But largely, the Agency Law has not been substantively altered in the past 25 years, while the business of real estate has changed dramatically.

2. Senate Bill 5191

Substitute Senate Bill 5191, which contains significant revisions to the Agency Law, was passed unanimously by the Washington State house and the senate in April

2023, signed by the Governor in May 2023, and will take effect on January 1, 2024 (the “Revised Law”). The purpose of the Revised Law is to modernize the 25-year-old Agency Law, provide additional consumer protections and clarity, enhance transparency for consumers, and increase the professionalism in the real estate brokerage industry.

3. Agency Relationships and Brokerage Services Agreements

The most significant change in the Revised Law is to require brokers to enter a written “brokerage services agreement” (previously known as an agency agreement or representation agreement), not only with sellers, but also with buyers.¹ Note that a brokerage services agreement with the seller will still be referred to as a listing agreement and this bulletin will generally refer to a brokerage services agreement with buyers as a “services agreement”.

The Revised Law provides that *to receive compensation* from any party or firm for rendering real estate brokerage services, a real estate firm must have a services agreement with its client. In other words, the firm cannot be paid if the broker has not entered into a services agreement with their client as required by the Revised Law. In addition, the Department of Licensing, through its auditing practices, will examine the firm’s files to ensure that a firm has a services agreement with its seller *and* buyer clients.

a. Buyer Agency

The presumption that a broker is a buyer’s agent unless a firm has a written agreement with the seller has not changed. Thus, the Revised Law provides that a broker who performs real estate brokerage services for a buyer is a buyer’s agent unless:

- (1) The broker has been appointed to represent the seller in a services agreement between the firm and seller – in which case the broker is the seller’s agent;
- (2) The broker has been appointed to represent the seller in a services agreement between the firm and seller *and* the broker has been appointed to represent the buyer in a services agreement between the firm and buyer – in which case the broker is a “limited” dual agent; or
- (3) The broker is the seller (in which case the broker cannot be an agent of the buyer).

However, the Revised Law now also requires that a firm “enter into a services agreement with the principal before, or as soon as reasonably practical after, its appointed broker commences rendering real estate brokerage services to, or on behalf of, the principal.” This means that, effective January 1, 2024, a buyer broker must enter into a services agreement with the buyer.

¹ A services agreement is not required when a broker (1) performs real estate brokerage services as a buyer’s agent solely for commercial real estate, (2) provides a broker’s price opinion, or (3) makes a referral by one firm to another firm and provides no real estate brokerage services in the transaction. More information about commercial transactions is provided below.

The services agreement must be entered into – *as soon as reasonably practical* – after the buyer broker begins providing real estate brokerage services to the buyer. In other words, the buyer broker must enter into a written agreement with the buyer as soon as the broker reasonably can – taking into account the circumstances of the individual situation.

Note that the requirement to enter into a services agreement also applies to sellers. However, this is not a change in practice, as the Agency Law has always required that a firm have a listing agreement with a seller.

b. Contents of a Services Agreement

The Revised Law requires that a services agreement include the following provisions:

- (1) The term (duration) of the agreement. For buyers, the agreement must include a default term of 60 days, with the option for a longer term;
- (2) The identity of the broker appointed as the agent for the principal;
- (3) Whether the agency relationship is exclusive or nonexclusive. For buyers, the agreement must include checkbox options;
- (4) Whether the principal consents to the individual broker acting as a limited dual agent, which consent must be separately initiated by the principal; and
- (5) Whether the principal consents to the supervising broker acting as a limited dual agent.

A services agreement must contain the terms of compensation, including:

- (1) The amount the principal agrees to compensate the firm;
- (2) The principal's consent, if any, and any terms of such consent, to compensation sharing between firms and parties; and
- (3) The principal's consent, if any, and any terms of such consent, to compensation of the firm by more than one party.

Services agreements with buyers must also state whether the appointed broker agrees to show the buyer properties, even if there is no agreement or offer by any party or firm to pay compensation to the broker's firm for the services provided to buyer.

As explained in detail below, the new Buyer Brokerage Services Agreement (Form 41) and listing agreements have been revised to meet these statutory requirements, in addition to other improvements to the forms. Of course, any brokerage firm forms must also comply with the new statutory requirements.

c. Commercial Real Estate

In lieu of obtaining a services agreement, a broker rendering real estate brokerage services to a buyer solely for *commercial real estate* may disclose in writing to the buyer,

before the buyer signs an offer with regard to such commercial real estate, the sources and amounts of any compensation the broker has or expects to receive from any party in conjunction with such transaction. Note that “commercial real estate” is defined by RCW 60.42.005 to include all real property except: (1) property improved by four or less residential units; (2) vacant land that may only be improved by four or less residential units; (3) certain farm and agricultural land and timberland; and (4) improved residential units such as condominiums, townhouses, timeshares, or stand-alone houses in a subdivision that may be sold on a unit-by-unit basis.

If a firm has not entered into a services agreement with a buyer of commercial real estate, the firm can use the new Compensation Disclosure (Form 42C) to disclose compensation to a buyer, before the buyer signs an offer.

4. Limited Dual Agency

As noted above, the term “dual agency” has been revised to “limited dual agency” to reflect that a broker acting as a dual agent is limited in the services that the broker can provide to a principal. Indeed, when a broker acts as a dual agent, the broker may not try to get the best contract terms for the buyer – or try to get the most favorable contract terms for the seller, as doing so would be detrimental to the other principal in the transaction – a clear violation of RCW 18.86.060(2)(a). Thus, a broker acting as a dual agent is truly *limited* in the services and scope of representation that the broker can provide to either principal.

To be a dual agent, the Agency Law and the Revised Law both require that a broker have a written agreement with the buyer, a separate written agreement with the seller, and that the buyer and seller both consent to dual agency. The Revised Law now also requires that a principal “separately initial” the consent in the services agreement that an individual broker act as a limited dual agent (also known as single agent dual agency). In addition, the law requires that the principal acknowledge that “a limited dual agent may not advocate terms favorable to one principal to the detriment of the other principal and is further limited as set forth in RCW 18.86.060.” The new Buyer Brokerage Services Agreement and listing agreements have been revised to address these requirements.

The Revised Law makes clear that the agency relationship with a principal includes the firm’s designated broker and any managing broker responsible for the supervision of the broker who acts as the principal’s agent. Accordingly, the Revised Law provides that “in a transaction in which different brokers affiliated with the same firm represent different parties, the firm’s designated broker, and any managing broker responsible for the supervision of both brokers, is a limited dual agent.” In addition, the Revised Law requires that the principal consent to the firm’s designated broker, and any applicable managing broker, acting as a limited dual agent, however unlike single agent dual agency, the principal does not need to separately initial that consent. Again, the new Buyer Brokerage Services Agreement and the listing agreements have been revised to address these requirements.

5. Duties Owed to All Parties

RCW 18.86.030 sets forth the duties that a broker owes to all parties in the transaction. This includes the duty to exercise reasonable skill and care, deal honestly and in good faith, timely present all written offers, disclose all material facts, and account for all money received by the broker. This section of the statute has been clarified to provide that these duties are not only owed to the broker's own client, but to all parties in the transaction. This is consistent with how this statute has been interpreted for years and aids with consumer protection.

Another duty that brokers owe to all parties is the duty to disclose who the broker represents. The NWMLS purchase and sale agreement enables brokers to satisfy this duty in the "agency disclosure" section where brokers select the appropriate box to disclose who they represent in the transaction.

The Revised Law contains a new disclosure requirement in RCW 18.86.030(g)(ii) related to compensation. Brokers must disclose to all parties "any terms of compensation offered by a party or a real estate firm to a real estate firm representing another party." This requirement ensures complete transparency for both the buyer and seller with regard to compensation in the transaction. Of course, a seller or buyer would already be aware of the agreement related to compensation with their own broker, but would not necessarily have notice, for example, of compensation offered by the seller or listing firm to the buyer brokerage firm. The changes to the NWMLS purchase and sale agreements that were made in October 2022 to disclose the compensation offered by the seller to the buyer brokerage firm will satisfy this new requirement in the vast majority of transactions.

There may be transactions, while not common, where additional compensation is offered to a brokerage firm by another firm or party, but that compensation is not part of the "offered compensation" disclosed in the purchase and sale agreement. In this situation, RCW 18.86.030 requires that such offer be disclosed to all parties in the transaction before the broker's principal signs an offer, or as soon as reasonably practical, but before the parties reach mutual agreement. Brokers can use the Compensation Disclosure (Form 42C) to disclose such offers of compensation. In addition, if the parties do not use NWMLS's purchase and sale agreement, Form 42C can be used to disclose compensation offered by the seller or listing firm to the buyer brokerage firm.

Note that the duties owed to sellers in RCW 18.86.040, to buyers in RCW 18.86.050, and the duties of a limited dual agent in RCW 18.86.060 have not substantively changed. The one update to a buyer's agent's duties is to eliminate the provision that provided that a buyer's agent is not required to show properties to which there is no agreement to pay compensation to the buyer's agent. This issue is now addressed between the buyer and buyer broker in the services agreement.

6. The Real Estate Brokerage in Washington Pamphlet

The Agency Law requires that brokers give the “Law of Agency” pamphlet to any party to whom the broker rendered real estate brokerage services before the party signs an agency agreement or signs an offer in a transaction. The Law of Agency pamphlet was a verbatim recitation of the law.

The pamphlet required by the Revised Law, entitled “Real Estate Brokerage in Washington”, has been modernized and simplified. Rather than simply restating the statute like the prior Law of Agency pamphlet, the updated pamphlet describes real estate brokerage relationships in a more concise, consumer friendly manner.

The Revised Law requires that a broker provide the pamphlet to any party to whom the broker renders real estate brokerage services “as soon as reasonably practical but before the party signs a services agreement.” In other words, brokers should give the pamphlet to their client as soon as possible. In addition, brokers must provide the pamphlet to any party who is not represented by a broker before the party signs an offer or as soon as reasonably practical. This means that a listing broker in a transaction with a buyer who is not represented needs to provide the pamphlet to the buyer. Also, a buyer broker representing a purchaser of a “for sale by owner” property would need to provide the pamphlet to the seller.

7. New Buyer Brokerage Services Agreement

The new Buyer Brokerage Services Agreement (Form 41) is similar to the prior buyer agency agreements published by NWMLS and replaces the Exclusive Buyer’s Agency Agreement (Form 41), the Non-Exclusive Buyer’s Agency Agreement (Form 41A), and the Buyer’s Representation Agreement – No Agency (Form 41B). Of course, a firm is not required to use NWMLS’s Buyer Brokerage Services Agreement and can create its own agreement, so long as the agreement complies with the Revised Law.

Some of the new provisions in the Buyer Brokerage Services Agreement (Form 41) based on the Revised Law are as follows:

- The default expiration date is 60 days from the effective date, with an option for a longer term. Note that similar to the listing agreements, the agreement no longer allows either party to terminate the agreement by simply providing notice to the other party;
- An option is included for the parties to select an exclusive agency relationship or a non-exclusive agency relationship – including a brief explanation of the differences;
 - In an exclusive agreement, the buyer may *not* enter into an agency relationship with another real estate firm for services in the same geographic area covered by the services agreement.
 - In a non-exclusive agreement, the buyer may enter into non-exclusive agency relationships with other real estate firms.

- A provision is included regarding “limited dual agency” with initial blocks for a buyer to consent to the individual buyer broker acting as a limited dual agent; and
- A new section is included to address whether the broker will show properties to the buyer for which there is no offer from the seller to compensate the buyer broker and the buyer has not agreed to compensate the broker.

a. Revised Compensation Section

The structure of the compensation section in new Form 41 has been significantly revised. In new Section 5, the firm and buyer must agree upon the compensation for the buyer brokerage services. There are a variety of options including a percentage of the purchase price, a flat dollar amount, and any “other” compensation arrangement that the firm and buyer may agree to. There is also an option to designate a different compensation amount in the event the buyer broker is a limited dual agent representing both the buyer and the seller.

Note that the buyer does not automatically agree to pay the compensation that is set forth in new Section 5. Some buyers may not have funds to pay their broker, may be unable to lawfully compensate the buyer broker (e.g. VA regulations prohibit buyer paid compensation), or may be unwilling to agree to upfront compensation. As set forth below, there is an option in the form to request that the seller pay any compensation that is not already covered in an offer of compensation that may be made by the seller in the listing.

Section 6 of the new Form 41 provides that the seller may, but is not required to, offer compensation to the buyer brokerage firm. The form then accounts for different scenarios that might arise depending on the amount of compensation offered by the seller, and these options correspond to the seller’s offer of compensation adjustments that a buyer may negotiate with a seller on the Buyer Broker Firm’s Compensation Addendum (Form 41C):

- Seller’s Offer Equal to Compensation. This section provides that if the seller’s offer is equal to the compensation agreed upon between the parties, the buyer will accept the seller’s offer and the buyer is not obligated to compensate firm.
- Seller’s Offer Greater Than Compensation. This section provides options for how to distribute amounts offered by the seller that are greater than the agreed upon buyer brokerage firm compensation.
- Seller’s Offer Less Than Compensation. This section provides options for the situation where the seller’s offer of compensation is less than the agreed upon amount. The buyer can commit to directly pay any balance to the buyer brokerage firm or the parties can agree that, as a part of buyer’s offer, they will request the seller pay the balance. Or the parties can agree upon some other arrangement.

Note that if the buyer does agree to pay compensation to the firm (assuming the compensation in the buyer brokerage agreement is more than the seller's offer), the compensation is due at closing, unless the parties agree to another payment arrangement in the agreement (e.g., an upfront fee paid to the firm).

In Section 7, Form 41 provides the "Compensation Terms", outlining when compensation is due under an exclusive agreement and a non-exclusive agreement. For exclusive agreements, if the buyer purchases property in the agreed upon geographic area during the term of the agreement, compensation is due at closing (unless otherwise agreed). For a non-exclusive agreement, if the buyer purchases property in the geographic area during the term of the agreement and the firm represents buyer in such purchase, compensation is due at closing (unless otherwise agreed). Similar to the "tail provision" in the listing agreement, the form addresses compensation following the expiration of the term. Section 7 also includes buyer's consent to the firm receiving compensation from more than one party and to firms sharing compensation (if applicable) as long as the firm discloses the terms and amounts as required by the Revised Law.

The next section in the form addresses showings, listings, and VA financing. As required by the Revised Law, the form contains a provision that addresses whether the broker will show properties to the buyer for which there is no offer from the seller to compensate the buyer broker and the buyer has not agreed to compensate the broker. The form also provides that the broker will bring properties to the attention of the buyer regardless of a seller's offer of compensation, unless the parties agree to the contrary. Finally, Form 41 states that in a VA financed transaction, the compensation must be paid by the seller (as VA regulations prohibit the buyer from paying compensation).

Form 41 includes contact information for the buyer and the buyer broker, including the license numbers for the buyer broker and the firm.

b. Related New and Revised Forms

There are several forms that have been created or revised related to the changes to RCW 18.86.

NWMLS will publish an Amendment to the Buyer Brokerage Services Agreement (Form 41A) that can be used to extend the term of the agreement, change the nature of the relationship (exclusive vs. non-exclusive), appoint additional brokers to represent the buyer, modify the buyer's selection regarding limited dual agency, revise the compensation, or make any other change to the agreement.

A new form, the Tenant Brokerage Services Agreement (Form 41T), is similar to the Buyer Brokerage Services Agreement and is for use by brokers representing a prospective tenant. An addendum to Form 41T will also be published similar to Form 41A. As provided in RCW 18.86, "buyer" includes "tenant" and "seller" includes "landlord".

As mentioned above, the new Compensation Disclosure (Form 42C) can be used to disclose compensation to a buyer of commercial real estate and in other circumstances required by RCW 18.86.030, where compensation offered by a party or firm to the other firm in the transaction is not disclosed in the purchase and sale agreement.

The Termination of Buyer Representation (Form 53) will be revised consistent with the changes to the new form Buyer Brokerage Services Agreement.

8. Revised Listing Agreements and Related Forms

The listing agreements (Form 1A, Form 1B, Form 16A, Form 16B and Form 63) have also been revised and reformatted to accommodate the requirements of the Revised Law. The revisions include the following:

- Creating a new paragraph for the “term” of the listing, with the expiration date and the automatic extension of the agreement for pending transactions;
- Adding a new section for “limited dual agency”, together with a new initial block for seller’s consent for the listing broker to act as a limited dual agent;
- Noting in the “List Date” paragraph that the seller may instruct the listing broker to limit marketing and impose showing requirements to address any privacy concerns;
- Clarifications to the compensation section, including moving the entire section to the second page of the form and reformatting some of the paragraphs; and informing the seller that offering compensation to the buyer brokerage firm is not required;
- In the event seller retains the earnest money on buyer’s breach, giving the parties the ability to negotiate whether, after deducting costs advanced by the firm, the seller retains the balance or the seller and listing firm divide the balance equally;
- Adding an “Other” section to the end of the form; and
- Including contact information for the seller and the listing broker, including the license numbers for the listing broker and the listing firm.

Similar to the buyer forms, there are several other listing related forms that will be revised.

The Listing Agreement Addendum (Form 1C), the Business Opportunity Listing Agreement Addendum (Form 16C), and the Listing Agreement Addendum- Lease/Rental Listing Agreement (Form 63A) will be revised with changes similar to the listing agreement. As a reminder, every listing entered into the NWMLS database must contain the provisions in the Listing Agreement Addendum (Form 1C). This includes firms who use their own listing agreements and also listings where the parties may seek to modify NWMLS’s standard listing agreements (Form 1A and 1B).

The Addendum to Exclusive Listing Agreement (Form 18) will be revised to be consistent with the changes to the Revised Law including extending the term of the

agreement, appointing additional brokers to represent the seller, modifying the seller's selection regarding limited dual agency, or any other change that the parties may agree to.

The Appointment of Subagent (Form 1S) will be removed from publication, as the Revised Law does not include "subagency".

Similar to the changes to the listing agreements, the Seller Representation Agreement (Form 47) will be revised to comply with the requirements of the Revised Law.

9. Purchase and Sale Agreements and Lease/Rental Agreement

There are minor changes to the purchase and sale agreements, including updating the vernacular to "limited dual agent" in the agency disclosure provisions, removing the consent to dual agency (as that is required in the services agreements) and updating the name of the pamphlet. Also note that General Term k (Notices and Delivery of Documents) has been clarified to specifically allow for e-mail delivery to an unrepresented buyer or seller.

The Lease/Rental Agreement (Form 68) will be revised similarly. Additionally, the timeframe for the lessor to provide tenant with a statement of the basis of retaining any of the deposit and a refund of any portion due, has been extended from 21 days to 30 days, consistent with revisions to RCW 59.18.280.

10. Existing Agency Relationships and Pending Transactions

Listing agreements signed prior to January 1, 2024 should be amended to address the seller's consent to limited dual agency. To do so, firms can use the Addendum to Exclusive Listing Agreement (Form 18) and check the applicable box to address the seller's consent to limited dual agency for the individual listing broker. If the seller does not consent, the listing broker cannot act as a limited dual agent. For any new listing signed on or after January 1, 2024, brokers must use the new listing agreement.

Purchase and sale agreements for transactions pending (mutually accepted) before January 1, 2024 should not be amended. Purchase and sale agreements written on or after January 1, 2024 should be completed on the new forms.

For buyer brokers who have existing agency relationships, brokers should have buyers sign the new Buyer Brokerage Services Agreement (Form 41) if the broker will continue to provide services to the buyer on or after January 1, 2024. If a broker and a buyer have an existing written agency agreement, the parties should update their agreement using a new form that complies with the Revised Law on January 1, 2024.

Finally, for buyers who are party to an existing purchase and sale agreement that is waiting to close, there is no need for the buyer to sign a services agreement. However,

if that sale fails, and the broker will continue to provide services to the buyer, the parties must enter into a services agreement as required by the Revised Law.

11. Availability of Revised and New Forms

SAMPLE copies (including both clean and redline/blueline copies) of the revised and new forms are available on NWMLS's website for your review. A SAMPLE copy of the new Real Estate Brokerage in Washington pamphlet is also available for your review. Please note that you should not use the SAMPLE copies of the forms for any client agreements or transactions.

The new one-page informational handout for buyers is available on NWMLS's website and may be given to buyers at any time. The buyer handout is specifically designed to inform buyers of the changes to the law, including the new requirement regarding services agreements. Brokers can also give the one-page informational handout for prospective renters to their clients at any time.

A subset of the revised and new forms will be available for order in hard-copy on December 15th and will be available for use on Transaction Desk and Xpress Forms on January 1, 2024. NWMLS will remove the old version of the forms at the same time. You should recycle your old forms to prevent any inadvertent use.

Pathways to Professionalism

Issues of courtesy and etiquette are also important factors when it comes to NAR's Code of Ethics & Standards of Practice.

These professional courtesies are intended to be used by REALTORS® on a voluntary basis, and cannot form the basis for a professional standards complaint.

Respect for the Public

1. Follow the "Golden Rule": Do unto other as you would have them do unto you.
2. Respond promptly to inquiries and requests for information.
3. Schedule appointments and showings as far in advance as possible.
4. Call if you are delayed or must cancel an appointment or showing.
5. If a prospective buyer decides not to view an occupied home, promptly explain the situation to the listing broker or the occupant.
6. Communicate with all parties in a timely fashion.
7. When entering a property ensure that unexpected situations, such as pets, are handled appropriately.
8. Leave your business card if not prohibited by local rules.
9. Never criticize property in the presence of the occupant.
10. Inform occupants that you are leaving after showings.
11. When showing an occupied home, always ring the doorbell or knock—and announce yourself loudly before entering. Knock and announce yourself loudly before entering any closed room.
12. Present a professional appearance at all times; dress appropriately and drive a clean car.

13. If occupants are home during showings, ask their permission before using the telephone or bathroom.
14. Encourage the clients of other brokers to direct questions to their agent or representative.
15. Communicate clearly; don't use jargon or slang that may not be readily understood.
16. Be aware of and respect cultural differences.
17. Show courtesy and respect to everyone.
18. Be aware of—and meet—all deadlines.
19. Promise only what you can deliver—and keep your promises.
20. Identify your REALTOR® and your professional status in contacts with the public.
21. Do not tell people what you think—tell them what you know.

Respect for Property

1. Be responsible for everyone you allow to enter listed property.
2. Never allow buyers to enter listed property unaccompanied.
3. When showing property, keep all members of the group together.
4. Never allow unaccompanied access to property without permission.
5. Enter property only with permission even if you have a lockbox key or combination.
6. When the occupant is absent, leave the property as you found it (lights, heating, cooling, drapes, etc.) If you think something is amiss (e.g. vandalism), contact the listing broker immediately.
7. Be considerate of the seller's property. Do not allow anyone to eat, drink, smoke, dispose of trash, use bathing or sleeping facilities, or bring pets. Leave the house as you found it unless instructed otherwise.
8. Use sidewalks; if weather is bad, take off shoes and boots inside property.

9. Respect sellers' instructions about photographing or videographing their properties' interiors or exteriors.

Respect for Peers

1. Identify your REALTOR® and professional status in all contacts with other REALTORS®.
2. Respond to other agents' calls, faxes, and e-mails promptly and courteously.
3. Be aware that large electronic files with attachments or lengthy faxes may be a burden on recipients.
4. Notify the listing broker if there appears to be inaccurate information on the listing.
5. Share important information about a property, including the presence of pets, security systems, and whether sellers will be present during the showing.
6. Show courtesy, trust, and respect to other real estate professionals.
7. Avoid the inappropriate use of endearments or other denigrating language.
8. Do not prospect at other REALTORS®' open houses or similar events.
9. Return keys promptly.
10. Carefully replace keys in the lockbox after showings.
11. To be successful in the business, mutual respect is essential.
12. Real estate is a reputation business. What you do today may affect your reputation—and business—for years to come.

(Revised 11/13)

A Buyers' and Sellers' Guide
to
Multiple Offer Negotiations

Presented by the National Association of REALTORS®
and the
_____ Association of REALTORS®

Information for Buyers

- ✓ In some situations sellers will have several competing purchase offers to consider. Sellers have several ways to deal with multiple offers. Sellers can accept the “best” offer; they can inform all potential purchasers that other offers are “on the table”; they can “counter” one offer while putting the other offers to the side awaiting a decision on the counter-offer; or they can “counter” one offer and reject the others.
- ✓ While the listing broker can offer suggestions and advice, decisions about how offers will be presented – and dealt with – are made by the seller - not by the listing broker.
- ✓ There are advantages and disadvantages to the various negotiating strategies you can employ in multiple offer negotiations. A low initial offer may result in buying the property you desire for less than the listed price – or it may result in another buyer’s higher offer being accepted. On the other hand, a full price offer may result in paying more than the seller might have required. In some cases there can be several full price offers competing for the seller’s attention – and acceptance.
- ✓ Your buyer-representative will explain the pros and cons of these (and possibly other) negotiating strategies. The decisions, however, are yours to make.
- ✓ Purchase offers generally aren’t confidential. In some cases sellers may make other buyers aware that your offer is in hand, or even disclose details about your offer to another buyer in hope of convincing that buyer to make a “better” offer. In some cases sellers will instruct their listing broker to disclose an offer to other buyers on their behalf.
- ✓ Listing brokers are required to follow lawful, ethical instructions from their clients in the same way that buyer-representatives must follow lawful, ethical instructions from their buyer-clients. While some REALTORS® may be reluctant to disclose terms of offers, even at the direction of their seller-clients, the Code of Ethics does not prohibit such disclosure. In some cases state law or real estate regulations may limit the ability of brokers to disclose the existence or terms of offers to third parties.
- ✓ You may want to discuss with your buyer-representative the possibility of making your offer confidential, or of establishing a confidentiality agreement between yourself and the seller prior to commencing negotiations.
- ✓ Realize that as a represented buyer, your broker likely has other buyer-clients, some of whom may be interested in the same properties as you are. Ask your broker how offers and counter-offers will be presented and negotiated if more than one of her buyer-clients are trying to buy the same property.

- ✓ Appreciate that your buyer-representative's advice is based on past experience and is no guarantee as to how any particular seller will act (or react) in a specific situation.

Information for Sellers

- ✓ It's possible you may be faced with multiple competing offers to purchase your property. Your listing broker can explain various negotiating strategies for you to consider. For example, you can accept the "best" offer; you can inform all potential purchasers that other offers are "on the table" and invite them to make their "best" offer; you can "counter" one offer while putting the other offers to the side awaiting a decision on your counter-offer; or you can "counter" one offer and reject the others.
- ✓ If you have questions about the possibility of multiple offers and the way they can be dealt with, ask your listing broker to explain your options and alternatives.
- ✓ Realize that each of these approaches has advantages and disadvantages. Patience may result in an even better offer being received; inviting buyers to make their "best" offers may produce an offer (or offers) better than those "on the table" – or may discourage buyers who feel they've already made a fair offer resulting in them breaking off negotiations to pursue other properties. Your listing broker will explain the pros and cons of these strategies (and possibly other) negotiating strategies. The decisions, however, are yours to make.
- ✓ Appreciate that your listing broker's advice is based on past experience and is no guarantee about how any particular buyer will act (or react) in a specific situation.

Information for Buyers and Sellers

Perhaps no situation facing buyers or sellers is more potentially frustrating or fraught with potential for misunderstanding and for missed opportunity than presenting and negotiating multiple, competing offers to purchase the same property. Consider the following issues and dynamics:

- ✓ Sellers want to get the highest price and best terms for their property.
- ✓ Buyers want to buy at the lowest price and on the most favorable terms.
- ✓ Listing brokers – acting on behalf of sellers – represent sellers' interests.
- ✓ Buyer representatives represent the interests of their buyer-clients.

- ✓ Will a seller disclosing information about one buyer's offer make a second buyer more likely to make a full price offer? Or will that second buyer pursue a different property?
- ✓ Will telling several buyers that each is being given a chance to make their "best offer" result in spirited competition for the seller's property? Or will it result in the buyers looking elsewhere?
- ✓ What's fair? What's honest? Why isn't there a single, simple way to deal with multiple competing offers?

Knowledgeable buyers and sellers realize there are rarely simple answers to complex situations. But some fundamental principles can make negotiating multiple offers a little simpler.

- ✓ Realize the listing broker represents the seller – and the seller's interests, and the buyer-representative represents the buyer – and the buyer's interests. Real estate professionals are subject to state real estate regulation and, if they are REALTORS®, to the Code of Ethics of the National Association of REALTORS®.
- ✓ The Code of Ethics obligates REALTORS® to be honest with all parties; to present offers and counter-offers quickly and objectively; and to cooperate with other brokers. Cooperation involves sharing of relevant information.
- ✓ Frequently frustration and misunderstanding results from cooperating brokers being unaware of the status of offers they have presented on behalf of their buyer-clients. Listing brokers should make reasonable efforts to keep buyer-representatives up-to-date on the status of offers. Similarly, buyer-representatives should keep listing brokers informed about the status of counter-offers their seller-clients have made.

Finally, buyers and sellers need to appreciate that in multiple offer situations only one offer will result in a sale, and the other buyers will often be disappointed their offers were not accepted. While little can be done to assuage that disappointment, fair and honest treatment throughout the offer and negotiation process, coupled with prompt, ongoing and open communication, can enhance the chances that all buyers – successful or not – will feel they were treated fairly and honestly.