

FORMS LIST

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

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

Form Name	Form Number
PSA Transaction Forms Cheat Sheet	
Real Estate Brokerage in Washington (Agency Law) Pamphlet	P1
Spokane Addendum	SAR-SA
Buyer Brokerage Services Agreement – likely signed well in advance of the PSA!	41
Mold, Moisture and Your Home	P3
Wire Fraud Alert	P6
Seller Disclosure Statement – Improved Property	17
Seller Disclosure Statement – Unimproved Property	17C
Seller Disclosure Statement – Commercial Property	17COMM
Notice of Rescission of Agreement Pursuant to RCW 64.06	90A
Residential Real Estate Purchase and Sale Agreement	21
Financing Addendum	22A
Appraisal Addendum	22AA
Notice of Low Appraisal – Appraisal Addendum	22AAN
Loan/Lender Change Addendum	22AC
Increased Down Payment for Low Appraisal Addendum	22AD
Notice for Increased Down Payment for Low Appraisal Addendum	22ADN
Notice of Low Appraisal	22AN
Financing Contingency Notice	22AR
Notice of Appraisal Work Order	22AWO
Buyer's Notice of Waiver of Financing Contingency	90H
Buyer's Notice of Termination - Financing Unavailable	90I
Buyer's Sale of Property Contingency Addendum	22B
Second Buyer's Addendum	39
Notice to Second Buyer	39N
Bump Notice - Notice that Seller has accepted another offer	44
Bump Response	46
Contingency Property Notice	90K
Buyer's Request for Seller's Consent – Contingency Sale	90L
Buyer's Pending Sale of Property Contingency Addendum	20Q
Buyer's Pending Sale Contingency Notice	90U
Seller Financing Addendum	22C
Common Interest Community Addendum	22CIC
Common Interest Community (RCW 64.90) Resale Certificate	27CIC

Optional Clauses Addendum	22D
Buyer's Notice of Termination - HOA Review – Form 22D	90W
Certification Under the Foreign Investment in Real Property Tax Act "FIRPTA"	22E
Buyer's FIRPTA Notice	90FIRPTA
Evidence of Funds Addendum	22EF
Notice of Termination Pursuant to Evidence of Funds Addendum	90EF
For Your Protection: Get a Home Inspection	22F
For Sale by Owner Addendum	22FSBO
Lead Paint Hazards Pamphlet	P2
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	22J
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards	22J LEASE
Identification of Utilities	22K
Lease Review Addendum	22L
Notice of Termination Pursuant to Lease Review Addendum	90LR
Land & Acreage Addendum	22LA
Manufactured Home Addendum	22MH
Attorney Review Addendum	22RA
Well Addendum	22R
Well Inspection Response for Form 22R	22RN
Buyer's Notice of Termination (Well Addendum)	90X
Septic Addendum	22S
Buyer's Notice of Termination (Septic Addendum)	90Y
Sewer Inspection Addendum	22SI
Short Sale Addendum	22SS
Notice Pursuant to Short Sale Addendum	90SS
Title Contingency Addendum	22T
Title Contingency Notice	90T
Survey Contingency Addendum	22TS
Homeowner Insurance Addendum	22VV
Buyer's Notice of Termination (Homeowner's Insurance Unavailable)	90VV
Modification of Closing Date Addendum	22Y
Modification of Closing Definition for Recording Delays	22Y-Recording
Additional Signer Addendum	22Z
Open Space, Farm and Agriculture or Timberland Classification Addendum	22ZZ
Presale Addendum	26
Presale Addendum – Optional Clauses	26A
Earnest Money Promissory Note	31
Assignment of Buyer's Interest in PSA	32
Cooperative Apartment Addendum	33
General Addendum (Blank) - AKA the "come sue me" form!	34
Inspection Addendum	35
Seller Request Inspection Report	35C
Inspection Response for Form 35	35R
Inspection Waiver Addendum	35W

Inspector Referral Disclosure	41D
Escalation Addendum	35E
Escalation Addendum Notice	35EN
Feasibility Contingency Addendum	35F
Feasibility Contingency Notice - Notice of Disapproval/Approval	90P
Neighborhood Review Contingency Addendum	35N
Notice of Termination Pursuant to Neighborhood Review	90M
Pre-Inspection Agreement	35P
Counteroffer Addendum	36
Withdrawal of Offer or Counteroffer	36A
Back-Up Addendum	38A
Back-Up Addendum Notice	38B
Buyer Brokerage Firm's Compensation	41C
Agency Disclosure Multiple Brokers	42A
Reservation Agreement	43
Authorization to Disburse Earnest Money	50
Rescission of Purchase & Sale Agreement	51
Rental Agreement - Buyer Occupancy Prior to Closing	65A
Rental Agreement - Seller Occupancy After Closing	65B
Lease/Rental Compensation Agreement	67
Lease/Rental Agreement (Residential)	68
Move-In/Move-Out Addendum to Lease/Rental Agreement	68A
Pet Addendum to Lease/Rental Agreement	68B
Addendum to Lease/Rental Agreement	68C
Lease/Rental Agreement Notice	68N
Assignment of Lease or Rental Agreement	69
Option to Buy Real Estate	75
Receipt for Earnest Money	89
Notice - Blank	90
Notice of Termination of Agreement for Failure to Pay Earnest Money	90B
Failure to Close – Notice of Termination by Buyer	90C
Failure to Close – Notice of Termination by Seller – Seller to Keep EM	90D
Failure to Close – Notice of Termination by Seller – Seller to Elect Remedies	90E
Multi-Family Real Estate Purchase and Sale Agreement	20
Manufactured Home Purchase and Sale Agreement (Home on Leased Land)	23
Notice of Termination - Disapproval of Park Rules & Regulations – Form 23	90N
Notice of Termination - Unable to Assume Lease – Form 23	90O
Vacant Land Purchase and Sale Agreement	25
Condominium Purchase and Sale Agreement	28
Condominium Resale Certificate 27	27
Notice of Termination – Public Offering Statement Disapproved	90Q
Notice of Termination - Resale Certificate Unacceptable – Form 28	90R
Buyer's Notice of Termination – Information Verification Period	90Z
NWMLS "Speak-Up"	126

PSA Transaction Forms Cheat Sheet

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

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

If applicable also add:

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

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

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

In dealing with counteroffers:

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

Alternative property types (different PSA's):

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

Lease &/or option transactions:

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

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

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

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

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

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

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



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

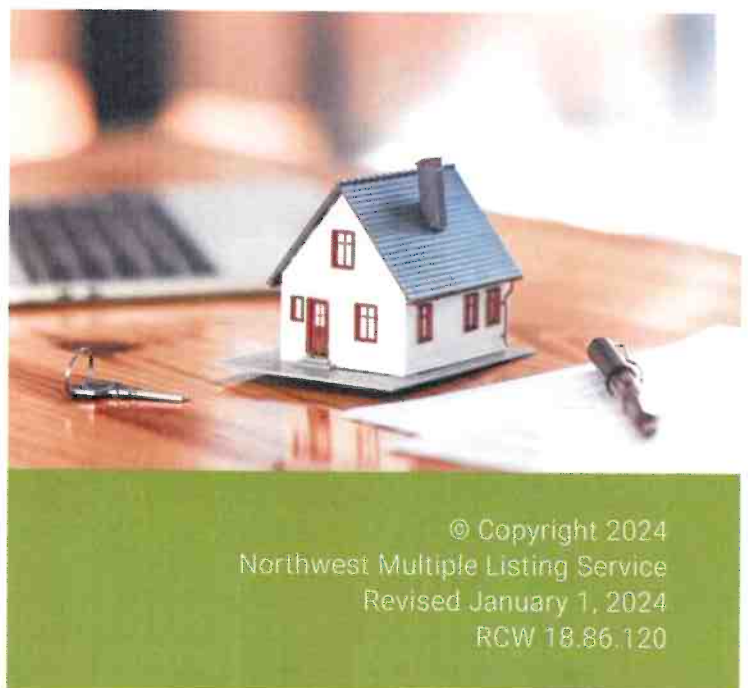
In any real estate transaction, a firm's compensation may be paid by the seller, the buyer, a third party, or by sharing the compensation between firms. To receive compensation from any party, a firm must have a written services agreement with the party the firm represents (or provide a "Compensation 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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**BUYER BROKERAGE
SERVICES AGREEMENT**

This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and 1
is made by and between _____ ("Buyer Brokerage Firm" or "Firm") and 2
_____ ("Buyer") for real property located 3
Buyer Buyer
in the following areas: _____ (unlimited if not filled in) ("Area"). 4

1. **DEFINITIONS.** "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option 5
to purchase. 6

2. **TERM.** This Agreement will expire _____ days (60 days if not filled in) from the Effective Date ("Term"). If this 7
Agreement expires while Buyer is a party to a purchase and sale agreement and represented by Buyer Brokerage 8
Firm as indicated on the purchase and sale agreement, the Term shall automatically extend until the sale is closed 9
or the purchase and sale agreement is terminated. 10

3. **AGENCY.** 11

a. Pamphlet. Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 12

b. Buyer Broker. Buyer Brokerage Firm appoints _____ ("Buyer Broker") to represent 13
Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's managing brokers 14
who supervise Buyer Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer. 15

c. Agency Relationship. Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the 16
Area shall be (non-exclusive, if not checked): 17

Exclusive. Buyer may not enter into an agency relationship with another real estate firm during the Term 18
for the purchase of real property in the Area ("Exclusive Agency"); or 19

Non-Exclusive. Buyer may enter into a non-exclusive agency relationship with other real estate firms during 20
the Term ("Non-Exclusive Agency"). 21

4. **LIMITED DUAL AGENCY.** 22

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

Buyer's Initials Date Buyer's Initials Date 27

b. Firm Limited Dual Agency. If Buyer purchases a property listed by one of Firm's brokers other than Buyer Broker 28
("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a 29
limited dual agent. 30

5. **COMPENSATION.** Buyer acknowledges that there are no standard compensation rates and the compensation in 31
this Agreement is fully negotiable and not set by law. The compensation for Buyer Brokerage Firm's services (the 32
"Compensation") shall be: 33

a. _____ % of purchase price; \$ _____; other: _____ 34

b. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall 35
be (equal to the amount in subsection 5(a) if not filled in): 36

_____ % of purchase price; \$ _____; other: _____ 37

Buyer's Initials Date Buyer's Initials Date

**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 40 41
- 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 43
- 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 45 46
- 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 64 65
 - 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 67
- 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 69 70
- 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 72 73
- 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 75
- 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 78
- 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
83
84
- 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
86
87
- 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
89
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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
Buyer Brokerage Firm		Buyer Broker's Signature	Date	113
Buyer Brokerage Firm License Number		Buyer Broker License Number		114
Buyer Broker E-mail Address		Buyer Broker Phone Number		115

**AMENDMENT TO
BUYER BROKERAGE
SERVICES AGREEMENT**

This amends the Buyer Brokerage Services Agreement ("Agreement") dated _____ between _____ ("Buyer Brokerage Firm" or "Firm") and _____ ("Buyer") (the "Amendment").

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

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

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

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

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

4. **LIMITED DUAL AGENCY.**

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

Buyer's Initials Date Buyer's Initials Date

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

Buyer's Initials Date Buyer's Initials Date

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

_____ % of purchase price;

\$ _____;

other: _____

6. **OTHER:**

All other terms and conditions of the Agreement remain unchanged.

Buyer's Signature Date

Buyer's Signature Date

Buyer Brokerage Firm

Buyer Broker's Signature Date

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 7 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

c. **Included Items.** Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, Seller shall acquire clear title before Closing.

d. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title.

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

RESIDENTIAL PURCHASE AND SALE AGREEMENT
General Terms

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

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.

Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	Date
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SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement ("Agreement") dated November 30 2023
between _____ ("Buyer"),
and _____ ("Seller")
concerning _____ (the "Property"):

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

WASHINGTON REALTORS®



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

CALL BEFORE YOU WIRE

Beware of the following scam:



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



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

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

Broker's Name

Broker's Phone

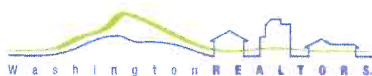
Escrow Officer's Name

Escrow Officer's Phone

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

Sign

Date



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

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*J. Is there a boundary survey for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	54
*K. Are there any covenants, conditions, or restrictions recorded against the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	55
NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.					56
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					62
2. WATER					63
A. Household Water					64
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					65
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					66
*If shared, are there any written agreements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	68
* (3) Are there any problems or repairs needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
If no, please explain: _____					71
* (5) Are there any water treatment systems for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	75
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
					78
					79
B. Irrigation Water					80
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	81
* (a) If yes, has all or any portion of the water right not been used for five or more successive years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82
* (b) If so, is the certificate available? (If yes, please attach a copy.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	83
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? ..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
If so, please identify the entity that supplies water to the property:					86
_____					87
					88
					89
C. Outdoor Sprinkler System					90
(1) Is there an outdoor sprinkler system for the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (2) If yes, are there any defects in the system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
* (3) If yes, is the sprinkler system connected to irrigation water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	93
3. SEWER/ON-SITE SEWAGE SYSTEM					94
A. The property is served by:					95
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					96
<input type="checkbox"/> Other disposal system					97
Please describe: _____					98
B. If public sewer system service is available to the property, is the house connected to the sewer main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: _____					100
					101

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

	YES	NO	DON'T KNOW	N/A	
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102 103 104
D. If the property is connected to an on-site sewage system:					105
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	106 107
(2) When was it last pumped? _____					108
*(3) Are there any defects in the operation of the on-site sewage system?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	109
(4) When was it last inspected? _____			<input type="checkbox"/>	<input type="checkbox"/>	110
By whom: _____					111
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms			<input type="checkbox"/>	<input type="checkbox"/>	112
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	113 114
If no, please explain: _____					115
*F. Have there been any changes or repairs to the on-site sewage system?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	116
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	117 118
If no, please explain: _____					119
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	120 121

NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES). 122
123
124

4. STRUCTURAL

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

H. During your ownership, has the property had any wood destroying organism or pest infestation?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
I. Is the attic insulated?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
J. Is the basement insulated?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149

SELLER'S INITIALS _____ Date _____

SELLER'S INITIALS _____ Date _____

**SELLER DISCLOSURE STATEMENT
 IMPROVED PROPERTY**

(Continued)

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

(Continued)

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

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

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**SELLER DISCLOSURE STATEMENT
IMPROVED PROPERTY**
(Continued)

II. NOTICES TO THE BUYER	257
1. SEX OFFENDER REGISTRATION	258
INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.	259 260 261
2. PROXIMITY TO FARMING/WORKING FOREST	262
THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM OR WORKING FOREST. THE OPERATION OF A FARM OR WORKING FOREST INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES OR FOREST PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.	263 264 265 266
3. OIL TANK INSURANCE	267
THIS NOTICE IS TO INFORM YOU THAT IF THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE UTILIZES AN OIL TANK FOR HEATING PURPOSES, NO COST INSURANCE MAY BE AVAILABLE FROM THE POLLUTION LIABILITY INSURANCE AGENCY.	268 269 270
III. BUYER'S ACKNOWLEDGEMENT	271
1. BUYER HEREBY ACKNOWLEDGES THAT:	272
A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.	273 274
B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.	275 276
C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.	277 278
D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.	279
E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).	280 281
F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet <i>Protect Your Family From Lead in Your Home</i> .	282
DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.	283 284 285 286 287 288
BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.	289 290 291
_____	292
Buyer Date Buyer Date	293
2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER	294
Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.	295 296
_____	297
Buyer Date Buyer Date	298
3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT	299
Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.	300 301 302
_____	303
Buyer Date Buyer Date	304

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated November 30, 2023 1
between _____ (“Buyer”) 2
Buyer Buyer
and _____ (“Seller”) 3
Seller Seller
concerning _____ (the “Property”). 4
Address City State Zip

1. LOAN APPLICATION. 5

- a. **Loan Application.** This Agreement is contingent on Buyer obtaining the following type of loan or loans to 6
purchase the Property (the “Loan(s)”): Conventional First; Conventional Second; Bridge; VA; FHA; 7
 USDA; Home Equity; Down Payment Program; Other _____ 8
(the “Financing Contingency”). In addition to the Loans, Buyer shall make a down payment in the amount of 9
 \$ _____; or 20 % of the Purchase Price. Buyer shall make application for the Loans 10
to pay the balance of the Purchase Price and pay the application fee, if required, for the subject Property within 11
2/5 days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this 12
Addendum, “application” means the submission of Buyer’s financial information for the purposes of obtaining an 13
extension of credit including Buyer’s name, income, social security number (if required), the Property address, 14
purchase price, and the loan amount. If not waived, the Financing Contingency shall survive the Closing Date. 15
- b. **Waiver of Financing Contingency.** If Buyer (i) fails to make application for financing for the Property within the 16
agreed time; (ii) changes the type of loan at any time without Seller’s prior written consent; or (iii) changes the 17
lender without Seller’s prior written consent after the agreed upon time to apply for financing expires, then the 18
Financing Contingency shall be deemed waived. Buyer’s waiver of the Financing Contingency under this 19
Paragraph 1(b) also constitutes waiver of Paragraph 5 (Appraisal Less Than Sales Price). For purposes of this 20
Addendum, “lender” means either the party to whom the application was submitted or the party funding the loan. 21
Buyer authorizes Listing Broker and Seller to inquire about the status of Buyer’s loan approval with lender any 22
time prior to Closing. Buyer will execute an authorization form, if required by lender, to accomplish the same. 23

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

- a. **Seller’s Notice to Perform.** 25
- i. **Notice to Perform.** At any time 21 days (21 days if not filled in) after mutual acceptance, Seller 26
may give “Notice to Perform” requesting that Buyer waive the Financing Contingency and that Seller may 27
give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 28
earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 29
- ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 30
“Notice of Termination” of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 31
Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 32
and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 33
- iii. **Appraisal Less Than Sales Price.** Buyer’s waiver of the Financing Contingency under this Paragraph 2(a) 34
 will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 35
- b. **Automatic Waiver of Financing Contingency.** 36
- i. **Waiver.** The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 37
days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 38
gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 39
confirmation from Buyer’s lender as required by Paragraph 4. 40
- ii. **Appraisal Less Than Sales Price.** Buyer’s waiver of the Financing Contingency under this Paragraph 2(b) 41
 will; or will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 42

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

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

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

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

**FINANCING ADDENDUM TO
PURCHASE & SALE AGREEMENT**

Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest Money to Buyer. The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 92 93 94

d. Appraisal, Inspection, and Work Orders. Seller shall permit appraisals and inspections required by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such appraisals or inspections unless otherwise agreed. The parties acknowledge that the lender's appraisal may condition the appraised value of the Property on the completion and approval of work orders prior to Closing ("Appraisal Work Order"). Buyer shall, within 3 days of receiving an Appraisal Work Order, give notice to Seller, which notice shall include a copy of the Appraisal Work Order. If Buyer is unable to obtain financing by Closing due to an incomplete Appraisal Work Order then, on Buyer's notice, this Agreement shall terminate. If Buyer has not waived this Paragraph 5, the Earnest Money shall be refunded to Buyer after providing lender's confirmation in compliance with Paragraph 4, including lender's statement that Buyer was unable to obtain financing by Closing due to an incomplete Appraisal Work Order. 95 96 97 98 99 100 101 102 103 104

6. FHA/VA/USDA - APPRAISAL CERTIFICATE. If this Agreement is contingent on Buyer obtaining FHA, VA, or USDA financing, notwithstanding any other provisions of this Agreement, Buyer is not obligated to complete the purchase of the Property unless Buyer has been given in accordance with HUD/FHA, VA, or USDA requirements a written statement by FHA, VA, USDA or a Direct Endorsement lender, setting forth the appraised value of the Property (excluding closing costs). Seller and Buyer shall execute a document setting forth the prior provision, or similar provision, known as the FHA, VA, or USDA amendatory clause, as required by lender. Buyer shall pay the costs of any appraisal. If the appraised value of the Property is less than the Purchase Price, Buyer may give the notice of low appraisal in Paragraph 5. 105 106 107 108 109 110 111 112

Purpose of Appraisal. The appraised valuation is arrived at only to determine the maximum mortgage FHA, VA, or USDA will insure. FHA, VA, or USDA do not warrant the value or the condition of the Property. Buyer agrees to satisfy himself/herself that the price and condition of the Property are acceptable. 113 114 115

7. VA AMENDATORY CLAUSE. If the Buyer is obtaining VA financing, it is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Department of Veterans Affairs. The purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs. 116 117 118 119 120 121

8. EXTENSION OF CLOSING. If, through no fault of Buyer, lender is required by 12 CFR 1026 to give corrected disclosures to Buyer due to (a) a change in the Annual Percentage Rate ("APR") of Buyer's Loan(s) by .125% or more for a fixed rate loan or .250% or more for an adjustable rate loan; (b) a change in the loan product; or (c) the addition of a prepayment penalty, then upon notice from Buyer, the Closing Date shall be extended for up to 4 days to accommodate the requirements of Regulation Z of the Truth in Lending Act. This Paragraph 8 shall survive Buyer's waiver of this Financing Contingency. 122 123 124 125 126 127

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

Continued

- the Earnest Money shall be refunded to the Buyer. Seller's notice shall be on the Bump Notice (Form 44) or similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.
- 5. CONTINGENCY SATISFIED.** Buyer shall give notice to Seller within 2 days of entering into an agreement to sell Buyer's Property (i.e., the contingency is "satisfied"). Buyer's notice shall include a complete copy of the purchase and sale agreement for the sale of Buyer's Property. The sale of the Property shall close 3 days after the closing of the sale of Buyer's Property. Buyer's notice shall be on the Contingency Property Notice (Form 90K) or similar form. Buyer may not extend the closing date for the sale of Buyer's Property without Seller's written consent.
- 6. BUYER'S PROPERTY – FAILURE TO CLOSE.** Buyer shall give notice to Seller within 2 days of learning that the sale of Buyer's Property has failed to close. Such notice must be given regardless of whether Buyer chooses to proceed with this Agreement and shall be on the Contingency Property Notice (Form 90K) or similar form.
- (a) Contingency Survives. If the sale of Buyer's Property fails to close through no fault of Buyer before expiration of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency Period has expired.
- (b) Agreement Terminates. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, then, unless Buyer waives the contingency under Paragraph 6(c), this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- (c) Waiver by Buyer. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration of the Contingency Period, Buyer shall have the option of waiving the contingency and proceeding with the Agreement. Buyer's waiver of this contingency also waives all other conditions in this Agreement (including financing or any other contingency). If Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver.
- (d) Waiver by Buyer – New Construction. If at the time of Buyer's waiver, a Certificate of Occupancy (CO) or its equivalent for the Property has not been issued by the applicable government authority, then Buyer shall close within _____ days (5 days if not filled in), of notice from Seller that a Certificate of Occupancy, or equivalent, has been issued or within 30 days of waiver, whichever is later.
- 7. CLOSING DATE.** The Closing Date set forth in this Addendum shall supersede the Closing Date set forth in the Agreement.
- 8. OTHER.**
- Time periods in this agreement shall not start until this contingency is satisfied or waived.
- If buyer waives this contingency, earnest money shall be increased to \$10,000.

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

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

Continued

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following items of personal property that are included with the sale: propane tank; security system; satellite dish and operating equipment; other _____.
- Seller shall provide Buyer a copy of the lease for the selected items within 5 days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 5 days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within 10 days (10 days if not filled in) of mutual acceptance:
- a. Association rules and regulations, including, but not limited to architectural guidelines;
 - b. Association bylaws and covenants, conditions, and restrictions (CC&Rs);
 - c. Association meeting minutes from the prior two (2) years;
 - d. Association Board of Directors meeting minutes from the prior six (6) months; and
 - e. Association financial statements from the prior two (2) years and current operating budget.
- If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 5 days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for in the association documents. If the association documents do not provide which party pays the fee, the fee shall be paid by Buyer; Seller (Seller if not filled in).
10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the removal of the Excluded Item(s). Excluded Item(s):
dining room chandelier, primary bedroom curtains, rose bush under living room window, flat screen tv and mounting hardware in the family room
11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows:
- a. Home warranty provider: Old Republic Home Warranty
 - b. Seller shall pay up to \$600.00 (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.
 - c. Options to be included: refrigerator, washer & dryer, hot tub _____ (none, if not filled in).
 - d. Other: Platinum Plan _____.
12. **Other.**
Seller shall install carbon monoxide detectors per statute and seismic straps around the hot water tank at Seller's expense prior to appraisal if not already installed. If Seller fails to do so, Seller shall pay any re-inspection fee(s) charged by the appraiser or lender to return to the property to confirm the CO detectors and/or seismic straps have been installed in addition to any Buyer closing costs Seller agreed to pay on Form 22A.

FIRPTA CERTIFICATION

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

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

SELLER CERTIFICATION. Seller hereby certifies the following:

PROPERTY. I am the Seller of real property at:

_____ Address City State Zip

or (if no street address) legally described on the attached.

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

TAXPAYER I.D. NUMBER.

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

ADDRESS.

My home address is _____ Address City State Zip

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

Seller Date Seller Date

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

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

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

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

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

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

Buyer Date Buyer Date

CAUTION—Your Action is Required Soon

U.S. Department of Housing
and Urban Development
Federal Housing Administration (FHA)



OMB Approval No: 2502-0538
(exp. 06/30/2021)

For Your Protection: Get a Home Inspection

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

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

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

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

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

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

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

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

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

Selecting a Trained Professional Home Inspector

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

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

(Signed) Homebuyer

Date

(Signed) Homebuyer

Date

Public reporting burden for this collection is estimated at an average of 30 minutes to review the instructions, find the information, and complete this form. This agency cannot conduct or sponsor a collection of information unless a valid OMB number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB numbers can be located on the OMB Internet page at <http://www.whitehouse.gov/library/omb/OMBINVC.html> - HUD If desired you can call 1-800-827-1000 to get information on where to send comments or suggestions about this form.



HUD-92564-CN (expiration)

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

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

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

LAND AND ACREAGE ADDENDUM

Continued

- v. **Water Quantity.** Water quantity tests (4 hour draw down _____ days 92
 test or other test selected by Buyer) showing a sustained 93
 flow of 5 _____ g. p. m., which Buyer agrees will be 94
 adequate to reasonably meet Buyer's needs. Water 95
 quantity test to be performed by a qualified professional. 96
- vi. **Timber.** Timber cruise conducted by a qualified forest _____ days 97
 products expert of Buyer's choice, with results of the cruise 98
 to be satisfactory to Buyer in Buyer's sole discretion. 99

3. ADDITIONAL PROVISIONS (check as applicable) 100

- Feasibility Study.** If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency 101
 set forth in Specific Term 15 and General Term "v" of Form 25 (Vacant Land Purchase and Sale Agreement). 102
 Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any 103
 matters affecting the Property including, without limitation, the condition of any improvements to the Property, 104
 the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, 105
 the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical 106
 area on the Property, the number and location of approved road approaches from public roads, and the 107
 presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is 108
 feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing 109
 any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 110
 This feasibility study contingency shall conclusively be deemed waived unless within _____ (20 days if 111
 not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely 112
 disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 113
- Irrigation and Water.** Seller represents that there are _____ shares of _____ irrigation/frost 114
 water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties 115
 acknowledge that water rights do not automatically transfer with title to the Property and the parties should 116
 consult with an attorney to facilitate the transfer of any water rights. 117
- Assignment and Assumption.** At Closing, Seller will assign, transfer, and convey all of its right, title and 118
 interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the 119
 Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to 120
 occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will 121
 agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the 122
 extent delegated to and assumed by Buyer hereunder. 123
- Attorney Review.** This Agreement is conditioned on review and approval by the parties' attorneys on or 124
 before _____. A party shall conclusively be deemed to have waived this contingency unless 125
 notice in conformance with this Agreement is provided to the other party by the foregoing date. 126
- Accessories.** The indicated accessories are items included in addition to those stated in Specific Term 5 of 127
 the Agreement: portable buildings; sheds and other outbuildings; game feeders; livestock feeders 128
 and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals and 129
 pens; gates and fences; chutes; other: _____ . 130
 The value assigned to the personal property included in the sale shall be \$ _____ . 131
 Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 132
- CRP Program.** Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program 133
 ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such 134
 contract. All documentation for the assumption shall be completed prior to the Closing Date and must be 135
 approved by the USDA or applicable government agency prior to Closing. Any applicable program payments 136
 shall be prorated as of Closing. 137
 Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after 138
 mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This 139
 contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if 140
 not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement 141
 shall terminate and the Earnest Money shall be refunded to Buyer. 142

LAND AND ACREAGE ADDENDUM

Continued

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

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

Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing. The parties should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements.

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

_____ .

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

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

6. TAX DESIGNATION.

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

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

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

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

- filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the Initial Inspection Period shall be so extended. 46
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- 6. BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS.** If Buyer requests repairs or modifications pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and Seller's response made in accordance with the following procedures are irrevocable for the time period provided. 48
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- a. Seller's Response to Request for Repairs or Modifications.** Seller shall have 3 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 3 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 3 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 (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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Buyer's Initials Date _____ Date _____ Date _____ Date

INSPECTOR REFERRAL DISCLOSURE

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

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

A. _____ 6
Name of Inspector

_____ 7
Nature of Relationship with Broker

B. _____ 8
Name of Inspector

_____ 9
Nature of Relationship with Broker

C. _____ 10
Name of Inspector

_____ 11
Nature of Relationship with Broker

_____ 12
Firm (Company)

_____ 13
By: (Broker) Date

Buyer/Seller hereby acknowledges receipt of a copy of this Inspector Referral Disclosure. 14

_____ 15
Buyer/Seller Date

**ESCALATION ADDENDUM TO
 PURCHASE AND SALE AGREEMENT**

Continued

4. NEW PURCHASE PRICE.

a. **Escalated Purchase Price.** The following formula calculates the new Purchase Price. The new Purchase Price can only be calculated when the Purchase Price of the Competing Offer is known. 42 43

Purchase Price of Competing Offer (or the maximum purchase price of the Competing Offer if it contains an escalation provision)	<u>\$540,000.00</u>	44 45 46
Less Credits (if any) to Buyer in Competing Offer	<u>\$10,000.00</u>	47
Plus Credits (if any) to Seller in Competing Offer	<u>\$5,400.00</u>	48
Competing Offer Net Purchase Price	<u>\$535,400.00</u>	49
 Plus Escalation Amount (this offer)	 <u>\$2,000.00</u>	 50
Plus Credits (if any) to Buyer (this offer)	<u>\$600.00</u>	51
Less Credits (if any) to Seller (this offer)	<u>\$</u>	52
New Purchase Price	<u>\$538,000.00</u>	53

b. Notice to Seller – New Purchase Price.

- i. If the new Purchase Price calculated by Seller is incorrect, Buyer may deliver notice to Seller of that fact within 3 days (3 days if not filled in) of receipt of the Competing Offer. Buyer's notice shall include Buyer's calculation of the new Purchase Price. If Buyer fails to timely give such notice, the new Purchase Price stated above shall conclusively be deemed to be correct. 54 55 56 57
- ii. If Buyer provides such notice to Seller, Seller shall have 2 days (2 days if not filled in) to give notice of termination of this Agreement. If Seller timely provides such notice, the Earnest Money shall be refunded to Buyer. If Seller does not timely give notice of termination, then Buyer's calculated new Purchase Price in Buyer's notice shall conclusively be deemed to be correct. 58 59 60 61

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

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

All terms and conditions of the offer (Real Estate Purchase and Sale Agreement) dated November 30, 2023 , 1
concerning _____ (the "Property"), 2
Address City State Zip
by Barney & Betty Rubble , as Buyer 3
and the undersigned Jon & Jane Doe , as Seller 4
are accepted, except for the following changes. 5

The Purchase Price shall be \$ 325,000.00 6
_____ 7

Other. 8
Closing shall be 1-10-24. 9

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This counteroffer shall expire at 9:00 p.m. on 11-30-23 (if not filled in, two days after it is delivered), 27
unless it is sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the counterofferor, 28
their broker or at the licensed office of their broker. If this counteroffer is not so accepted, it shall lapse and the 29
Earnest Money shall be refunded to Buyer. 30

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

Signature	Date	Signature	Date
The above counteroffer is accepted.			
Signature	Date	Signature	Date

