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	
The Law of Real Estate Agency Pamphlet	P1
Spokane Addendum	SAR-SA
Buyer Representation Agreement	SAR-BR
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	901
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	22\$
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
	26
	32
· ·	33
, ,	34
<u> </u>	35C
	35R
,	35W
Open Space, Farm and Agriculture or Timberland Classification Addendum Presale Addendum Presale Addendum – Optional Clauses Earnest Money Promissory Note Assignment of Buyer's Interest in PSA Cooperative Apartment Addendum General Addendum (Blank) - AKA the "come sue me" form! Inspection Addendum Seller Request Inspection Report Inspection Response for Form 35 Inspection Waiver Addendum	22ZZ 26 26A 31 32 33 34 35 35 35C 35R

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	900
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):

Law of Real Estate Agency Pamphlet Form 21 – Residential Purchase & Sale Agreement
*Exhibit A – Legal Description Form 22A – Financing Addendum (unless cash or seller financed transaction in which case use Form 22C)
Form 22D – Optional Clauses Addendum
*Form 22E – FIRPTA Certification
Form 22EF – Evidence of Funds Addendum
*Form 22K – Identification of Utilities Addendum (unless waived in paragraph 15 of PSA Form 21)
Form 22T – Title Contingency Addendum
Form 22VV – Homeowner Insurance Addendum
Form 35 – Inspection Addendum to PSA Form 21 or 35W – Inspection Waiver Addendum
Form 41D – Inspector Referral Disclosure (if applicable)
*SAR-SA - Spokane Addendum
SAR-BR - Spokane Buyer Representation Agreement
*Form 17 – Seller Disclosure Statement - have buyer sign SDS upon Receipt, and always keep separate from all other transaction documents!
*Wire Fraud Alert
Form 89 – Earnest Money Receipt (if you touch it, you must receipt it!)
*Rules of Engagement
If applicable also add:
Form 22AA – Appraisal Addendum (e.g., on cash deal where buyer wants to have an appraisal done)
Form 22AD – Increased Down Payment for Low Appraisal
Form 22B – Buyer's Home Contingency Addendum (if sale will be contingent upon buyer selling home)
Form 22C –Seller Financing Addendum
Form 22CIC – Common Interest Community
Form 22F – For Your Protection: "Get a Home Inspection" (if buyer is securing FHA financing)
Form P2 - Lead Paint Hazards Pamphlet (give to buyer if house was built prior to 1978)
*Form 22.L – Disclosure of Information on Lead Based Paint and

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

Hazards (get from listing agent with seller's disclosures if

Form Form	20 – Multi-Family Purchase & Sale Agreement 23 – Manufactured Home Purchase & Sale Agreement 25 – Vacant Land Purchase & Sale Agreement 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 Form Form Form	67 – Lease/Rental Compensation Agreement 68 – Lease/Rental Agreement (Residential) 68A – Move-In/Move-Out Inspection Agreement 68B – Pet Agreement 68C – Addendum to Lease/Rental Agreement 68N – Lease/Rental Agreement Notice 75 – Option Agreement
	I Acceptance the following are addenda that you might use often than others):
	22AC – Loan/Lender Change Addendum to PSA 22ADN – Notice for Increased Down Payment for Low Appraisal Addendum
	22AN – Notice of Low Appraisal (or 22AAN for Notice of Low Appraisal for Appraisal Addendum – Form 22AA)
	22AR –Financing Contingency Notice 22AWO – Notice of Appraisal Work Order
	22RN – Well Inspection Response Form for Form 22R
	22Y – Modification of Closing Date Addendum
	32 – Assignment of Buyer's Interest in PSA
	34 – General Addendum (Blank) – see note above!
Form	35C – Seller Request Inspection Report
Form	35EN – Escalation Addendum Notice
	35R - Inspection Notice for Form 35 - Inspection Addendum to PSA
	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

Alternative property types (different PSA's):

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)
	900 – 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	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

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

will en	eller of the proper gage in a Purchas following rules:	ty located at _ se & Sale Agre	eement negotia	ation with the Buyer subject
1)	following forms/d Documents on th and date such fo Exh For For For Wir	ocuments that e MLS. Buyer rms/document nibit A (legal de m 22J (Lead E m 22K (Identit m SAR-SA (S e Fraud Alert	can be found r's Broker shal s and submit vescription) Based Paint Ac	ddendum) ies Addendum) idum)
2)	Buyers Broker sh separate email a			er Disclosure Statement in a on documents.
3)	Addendum) with	the PSA and b	e prepared to	orm 22EF (Evidence of Funds provide evidence of the utual acceptance.
4)	LENDER PRE-A should be include		• • •	etter from the buyer's lender
5)	EARNEST MONI price.	EY: Earnest m	oney should b	e at least 1% of the purchase
Seller		Date	Seller	Date





SPOKANE ADDENDUM TO PURCHASE AND SALE AGREEMENT

The following is pa between	Title i dionase di	id Odic 7 gi	Toomont (r igi comoni	. <i>)</i> dated		("Buyer")
and							("Seller")
concerning						(th	he "Property")
	EEK EXPERT AD			OUTODE		\	, ,

- 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.cpaboard.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:



Buyer's Initials

Date

Buyer's Initials

Date

BUYER REPRESENTATION AGREEMENT



InstanetFORMS*

This Bu	yer Representation Agreement ("Agreement") is entered	between
		("Firm") and
		("Buyer").
Firm's d	nitions. For purposes of this Agreement: (a) Buyer's Broker means the broker(s) named in Section 2; lesignated broker; (c) "Supervisory Broker(s)" means a broker with Firm appointed to supervise any of B ion below.	
2. Agen	ncy Relation Created. Buyer agrees	("Buyer's Broker"), who
is/are a	affiliated with Firm will represent Buyer. The Supervisory Broker(s) for Buyer's Broker(s) is/are	
and any its discr	(none if not filled in). Buyer also authorizes Firm to appoint other brown up notice to be provided to Buyer. This Agreement creates an agency relationship in which Firm's By Supervisory Brokers represent Buyer. No other brokers affiliated with Firm represent Buyer, except to etion, appoints other brokers to act on Buyer's behalf from time to time, as and when needed; and sucrepresenting Buyer during the period of any such appointment.	roker, Buyer's Broker(s), the extent that Firm, in
authoriz with Bur represe	's Listing/Buyer's Broker's Own Listing/Dual Agency. If Buyer submits an offer on a property res Firm's Broker to act as a dual agent representing both Buyer and the seller. If Buyer submits an offer's Broker, Buyer authorizes Buyer's Broker to act as a dual agent. If any Supervisory Broker all nting the seller, Buyer authorizes the Supervisory Broker to act as a dual agent. Buyer acknowledg "The Law of Real Estate Agency."	offer on a property listed so manages the broker
not filled Termina which E terminat	n of Agreement. This Agreement will expire	emain in effect and the or actual transaction to to the other, but early
	's Right to Receive Compensation. Firm (including Firm's Broker and Buyer's Broker) shall be entitled described below (Buyer to initial either A. or B., with A. to apply if neither box is initialed):	ed to receive the agreed
A.	On shown property. Firm shall be entitled to receive the agreed Fee in any transaction directly or indirectly introduced or shown to Buyer by Firm or any brokers affiliated with Firm while this effect.	
В.	On all property. While this Agreement remains in effect, Firm and its brokers are the eworking with Buyer to procure real property, and Firm shall be entitled to receive the agreed Fee in a Buyer may enter in Washington.	
seller. If paid to	Dunt of Compensation. On properties listed with a multiple listing service, a selling commission will guyer agrees that Firm is entitled to receive compensation paid from both the seller and Buyer. Any se Firm shall be credited to Buyer's Fee, thus fully paying or reducing Buyer's obligation. Buyer shall pay by the seller. If Buyer obtains VA financing, Buyer agrees to condition Buyer's offer on the seller paying	lling commission portion y any portion of the Fee
Agreem Termina that was may hav amount	agrees to pay a Fee to Firm under the applicable provision in Section 5.A. if Buyer 1) enters into pent remains in effect, 2) terminates this Agreement early for the purpose of avoiding a Fee, or 3) if ation Date of this Agreement (as it may have been extended), Buyer enters into a transaction in connects shown or offered to Buyer or which was directly or indirectly brought to Buyer's attention prior to the verbeen extended). Provided, any Fee payable to Firm under provision 3 in the preceding sentence of any selling side commission paid to any other brokerage firm. Firm's Fee for assisting Buyer shall bount paid by Seller or:	within 180 days of the ection with any property Termination Date (as it will be reduced by the
a.	Properties listed with a multiple listing service in which Firm or Firm's Broker is a participant	
	\$	d selling office
h	Properties not listed with a multiple listing service, or on presale/custom structure when builder is introd	
D.	broker affiliated with Firm \$ or% of the p	
0		
	Lease/lease option/rental	
a.	Upon exercising option	
	Commission amounts stated above do not include any listing side compensation.	





7. No Conflicting Agency Relationship (Buyer has paragraph.) Buyer confirms that Buyer has not entered a written broker covering the services being provided under this Buyer agency relationship and right to compensation to all real estate firms.	Representation Agreement. Buyer agrees to disclose this
8. Retainer. Buyer agrees to pay, and Firm has received a \$_ payable upon signing this Agreement. Retainer will be placed in Firm under this Agreement, or retained by Firm upon default.	"Retainer" n's pooled trust account and credited to any Fee owed to Firm
9. V.A. Transactions. Due to VA regulation, VA financed transaction the seller.	ons shall be conditioned upon the full commission being paid by
10. Distressed Home Conveyance. Firm will not represent or assist as defined by Chapter 61.34 RCW unless otherwise agreed in writin buyer purchases property from a "Distressed Homeowner" (defined in occupy the property, and promises to convey the property back to the an interest in, or portion of, the proceeds from a resale of the property.	g. A "Distressed Home Conveyance" is a transaction where an the statute), allows the Distressed Homeowner to continue to
11. Acknowledgement Regarding Facts Affecting Properties. But other brokers affiliated with Firm will rely on information from proper obvious, including the existence of any defects or adverse material factor have no obligation to independently investigate or confirm such may otherwise in writing. Buyer releases Firm and all of its brokers from an the extent Firm and/or its brokers directly involved in the transaction has adverse material condition that give rise to claims on behalf of Buyer will be responsible for carefully reading, understanding and investigations Disclosure Statement, Property Condition Checklist, flyer, advertisement	rty sellers regarding matters related to properties that are not cts or conditions that affect properties. Firm and its brokers will atters except to the extent they have expressly agreed to do y liability or obligation in connection with such matters, except to id actual knowledge of the existence of the specific defect and/or and failed to disclose it/them to Buyer. Buyer agrees that Buyer ating information in any Purchase and Sale Agreement, Seller
12. Acknowledgement Regarding Advice, Inspections and Hom advice, and acknowledges none of Firm, Firm's Broker, Buyer's Broke strongly advised to obtain the services of one or more professional acknowledges that Home Protection Plans may be available which may	er or any other of Firm's brokers provide such advice. Buyer is home inspectors in any transaction Buyer may enter. Buyer
"Firm's Broker" and/or "Buyer's Broker":	"Buyer":
Date	Date
Date	Date
Disclosure of Commission (Common ation in a Transportion Differen	in a factor Minimum A and ad American
Disclosure of Commission/Compensation in a Transaction Differ If the selling side commission/compensation in a transaction Buyer paragraph 6, items a. through d., the selling side commission or% of the paragraph.	has entered is different than the applicable amount stated in ssion/compensation amount to be received by Firm is
If Firm's Broker is a dual agent (i.e. in an "in-house" transaction") of entered, then the total amount to be received by Firm, included commission/compensation amounts), will be \$	ling Buyer's Broker (total of both listing and selling side
Buyer's Broker:	Firm's Broker:
	Date
Receipt of Disclosure of Agreed Commission:	
Buyer's Initials Date Buyer's Initials Date	



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



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



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

Broker's Name

Broker's Phone

Escrow Officer's Name

Escrow Officer's Phone

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

Sign

Date











CALL BEFORE YOU WIRE

Beware of the following scam:

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

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

Form 17 Seller Disclosure Statement Rev. 8/21 Page 1 of 6

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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SELLER: 1 Seller 2 To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, dwellings in a residential common interest community not subject to a public offering statement, condominiums not subject to a public 3 offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information. 4 **INSTRUCTIONS TO THE SELLER** 5 Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check 6 "NA." If the answer is "yes" to any asterisked (*) item(s), please explain on attached sheets. Please refer to the line number(s) of 7 the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure 8 statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless 9 10 otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller. NOTICE TO THE BUYER 11 THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 12 , CITY 13 , COUNTY ("THE PROPERTY") OR AS , ZIP 14 LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A. 15 SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED 16 ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE 17 STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM 18 THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT 19 BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE 20 21 SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND 22 PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT. THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE 23 LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF 24 ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER. 25 FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED 26 TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, 27 WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, 28 BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. 29 30 THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE 31 PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY 32 ADVICE, INSPECTION, DEFECTS OR WARRANTIES. Seller □ is / □ is not occupying the Property. 33 I. SELLER'S DISCLOSURES: 34 *If you answer "Yes" to a question with an asterisk (*), please explain your answer and attach documents, if available and not 35 otherwise publicly recorded. If necessary, use an attached sheet. 36 DON'T 37 YFS NO N/A 1. TITLE **KNOW** 38 A. Do you have legal authority to sell the property? If no, please explain. 39 *B. Is title to the property subject to any of the following? 40 (1) First right of refusal 41 (2) Option 42 (3) Lease or rental agreement 43 (4) Life estate? 44 45 46 *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of 47 the property? 48 49 *G. Is there any study, survey project, or notice that would adversely affect the property?□ 50 51 Are there any zoning violations, nonconforming uses, or any unusual restrictions on the 52 \Box \Box \Box 53

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

	*J.	Is there a boundary survey for the property?	YES .□	NO 🗆	DON'T KNOW	N/A	54 55 56
		Are there any covenants, conditions, or restrictions recorded against the property?					57
		NOTICE TO BUYER: Covenants or deed restrictions based on race, creed, sexual orientation, or other protected class were voided by RCW 49.60.224 and are unenforceable. Washington law allows for the illegal language to be struck by bringing an action in superior court or by the free recording of a restrictive covenant modification document. Many county auditor websites provide a short form with instructions on this process.					58 59 60 61 62
2.	WA	TER					63
	A.	Household Water					64
		 (1) The source of water for the property is: □ Private or publicly owned water system □ Private well serving only the subject property *□ Other water system 					65 66
		*If shared, are there any written agreements?	.□				67
		*(2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source?	.🗖				68 69
		*(3) Are there any problems or repairs needed?	.□				70
		(4) During your ownership, has the source provided an adequate year-round supply of potable water? . If no, please explain:					71 72
		*(5) Are there any water treatment systems for the property?	П				73
		If yes, are they: ☐ Leased ☐ Owned		_	_	_	74
		*(6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim?					75 76
		(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed?					77
		*(b) If yes, has all or any portion of the water right not been used for five or more successive years?					78
		*(7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)?	.□				79
	B.	Irrigation Water					80
		(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim?	.🗆				81 82
		*(a) If yes, has all or any portion of the water right not been used for five or more successive years?	. 🗆				83 84
		*(b) If so, is the certificate available? (If yes, please attach a copy.)					85
		*(c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed?					86
		*(2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? If so, please identify the entity that supplies water to the property:	.□				87 88 89
	C.	Outdoor Sprinkler System					90
		(1) Is there an outdoor sprinkler system for the property?	.ロ				91
		*(2) If yes, are there any defects in the system?					92
		*(3) If yes, is the sprinkler system connected to irrigation water?					93
3.	SEV	VER/ON-SITE SEWAGE SYSTEM					94
	A.	The property is served by:					95
		□ Public sewer system □ On-site sewage system (including pipes, tanks, drainfields, and all other column □ Other disposal system	ompor	ent p	arts)		96 97
		Please describe:					98
	B.	If public sewer system service is available to the property, is the house connected to the sewer main?	.🗆				99 100
		If no, please explain:					101

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

*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?	YES .□	NO 🗆	DON'T KNOW	N/A	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?	. 🗖				106 107
	(2) When was it last pumped?					108
	*(3) Are there any defects in the operation of the on-site sewage system?	. 🗆				109
	(4) When was it last inspected?					110
	By whom:					111
	(5) For how many bedrooms was the on-site sewage system approved? bedrooms					112
E.	Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system?	. 🗖				113 114
	If no, please explain:					115
*F.	. Have there been any changes or repairs to the on-site sewage system?	. 🗆				116
G.	. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property?	. 🗆				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?	.□				120 121
WHICH	CE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR N H HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIO ICTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					122 123 124
4. STI	RUCTURAL					125
*A.	Has the roof leaked within the last 5 years?	.□				126
*B.	Has the basement flooded or leaked?	. 🗆				127
*C.	Have there been any conversions, additions or remodeling?					128
	*(1) If yes, were all building permits obtained?					129
_	*(2) If yes, were all final inspections obtained?					130
D.	Do you know the age of the house?	. 🖵				131 132
*E.	Has there been any settling, slippage, or sliding of the property or its improvements?	. 🗖				133
*F.	Are there any defects with the following: (If yes, please check applicable items and explain)	. 🗆				134
	□ Foundations □ Decks □ Exterior Walls □ Chimneys □ Interior Walls □ Fire Alarms □ Doors □ Windows □ Patio □ Ceilings □ Slab Floors □ Driveways □ Pools □ Hot Tub □ Sauna □ Sidewalks □ Outbuildings □ Fireplaces □ Garage Floors □ Walkways □ Siding □ Wood Stoves □ Elevators □ Incline Elevators □ Stairway Chair Lifts □ Wheelchair Lifts □ Other					135 136 137 138 139 140 141 142 143
*G.	Was a structural pest or "whole house" inspection done?	.⊿				144 145
						146
H.	. During your ownership, has the property had any wood destroying organism or pest infestation?					147
l.	Is the attic insulated?					148
J.	Is the basement insulated?	.⊔				149

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

5.		STEMS AND FIXTURES	YES	NO	DON'T KNOW	N/A	150 151
	*A.	If any of the following systems or fixtures are included with the transfer, are there any defects? If yes, please explain:					152 153
		Electrical system, including wiring, switches, outlets, and service					154 155
		Hot water tank					156 157
		AppliancesSump pump					158 159
		Heating and cooling systemsSecurity system: ☐ Owned ☐ Leased					160
		Other					161 162
	*B.	If any of the following fixtures or property is included with the transfer, are they leased?					163
		(If yes, please attach copy of lease.) Security System:	П				164 165
		Tanks (type):					166
		Satellite dish:					167
		Other:					168
	*C.	Are any of the following kinds of wood burning appliances present at the property? (1) Woodstove?					169 170
		(2) Fireplace insert?			ā	_	171
		(3) Pellet stove?					172
		(4) Fireplace?	⊔				173
	D	Protection Agency as clean burning appliances to improve air quality and public health?					174 175
	υ.	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?					176 177
	E.	Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.)					178
	F.	Is the property equipped with smoke detection devices?					179 180
		(Note: Pursuant to RCW 43.44.110, if the property is not equipped with at least one smoke detection device, at least one must be provided by the seller.)		_	_	_	181 182
	G.	Does the property currently have internet service?					183 184
6.	HOI	MEOWNERS' ASSOCIATION/COMMON INTERESTS					185
	A.	Is there a Homeowners' Association?	□				186
		Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available:					187 188 189
	В.	Are there regular periodic assessments?					190
		\$ per □ month □ year □ Other:				_	191 192
	*C.	Are there any pending special assessments?					193
		Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas		_	_	_	194 195
		co-owned in undivided interest with others)?					196
7.		/IRONMENTAL					197
	*A.	Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property?					198 199
	*B.	Does any part of the property contain fill dirt, waste, or other fill material?			_	_	200
		Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?					201 202
		Are there any shorelines, wetlands, floodplains, or critical areas on the property?	ロ				203
		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		_	_	_	204 205
	*⊏	storage tanks, or contaminated soil or water?					206
	Դ۲.	Has the property been used for commercial or industrial purposes?					207

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SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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age	5 01	(Continuea)	YES	NO	DON'T KNOW	N/A	20
	*G.	Is there any soil or groundwater contamination?	□				2
	*H.	Are there transmission poles or other electrical utility equipment installed, maintained, or					21
		buried on the property that do not provide utility service to the structures on the property?	□				21
	*I.	Has the property been used as a legal or illegal dumping site?	□				21
		Has the property been used as an illegal drug manufacturing site?					21
		Are there any radio towers in the area that cause interference with cellular telephone reception?					21
8.	LE/	D BASED PAINT (Applicable if the house was built before 1978)					21
	A.	Presence of lead-based paint and/or lead-based paint hazards (check one below):					21
		☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain)					21 21
		□ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housi	ng.				22
	B.	Records and reports available to the Seller (check one below):					22
		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).					22 22
		Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards	o in the l	oouoin			22 22
		 Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards) III II IE I	iousiii	ıg.		22
9.	MA	NUFACTURED AND MOBILE HOMES					22
		e property includes a manufactured or mobile home,					22
	*A.	Did you make any alterations to the home?	□				22
		If yes, please describe the alterations:					22
		Did any previous owner make any alterations to the home?					23
	*C.	If alterations were made, were permits or variances for these alterations obtained?	□				23
10.	FUL	L DISCLOSURE BY SELLERS					23
	A.	Other conditions or defects:					23
		*Are there any other existing material defects affecting the property that a prospective buyer should know about?	П				23
	R	Verification		_	_	_	23
	Б.	The foregoing answers and attached explanations (if any) are complete and correct to the best Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate lice against any and all claims that the above information is inaccurate. Seller authorizes real estate lice copy of this disclosure statement to other real estate licensees and all prospective buyers of the pro-	nsees l ensees	harmle	ess from	and	23 23 23 24
							24

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SELLER'S INITIALS

SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

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(Continued)

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

SELLER'S INITIALS

Date

Date

Form 21 Residential PSA Rev. 7/23 Page 1 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT

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Specific Terms

1.	Date:	MLS No.:		Offer Expiration I	Date:
2.	Buyer:		yer		
3.	Buyer Seller:				Status
	Seller	Se		I ₂ (₂).	
4.	Property: Legal Des	scription attached as Exhibit A. Tax	(Parcer N	NO(S),,	,,
	Address	Cit	y	County	State Zip
5.	☐ fireplace insert	I stove(s)/range(s); ☐ refrigerat (s); ☐ wood stove(s); ☐ satel er(s); ☐ attached TV(s); ☐ gener	lite dish;	; 🗖 security system; 🗖 ho	ot tub; 🖵 attached camera(s)
6.	Purchase Price: \$				U.S. Dollars
7.		U.S. Dollars;			tual acceptance
	To be held by 🖵 Buy	yer Brokerage Firm; 🖵 Closing Age	ent; 🗖 In	the form of a Promissory Note	(included as an Addendum)
8.	Default: (check only	one) 🗖 Forfeiture of Earnest Mone	∍y; 🗖 Sel	ller's Election of Remedies	
9.	Title Insurance Cor	npany:			
10.	Closing Agent:				
11		mpany ; Posse	ssion Da	Individual (optional)	
		Agent for Payment of Utilities:			
		nts Levied Before but Due After C	•	•	•
	•	FIRPTA): Seller □ is; □ is not a for	•		,
		ation Period:			
		: Buyer represented by: Buyer	-	•	
	3,	Seller represented by: Listing			
17.	Buyer Brokerage F	irm Compensation: sor % An		; 🚨 Pay as Offered or	☐ Other – See Addendum
				in Listing 22D(Optional Clauses)	
18.	Addenda: 22A(Fin				
	22J(Lead Disclosure	· · · · · · · · · · · · · · · · · · ·		22T(Title Contingency)	22VV(HO Insurance)
	35 & SAR-SA	NEVER EVER: 17,	SAR-BR	<u>, 41D</u>	
Bu	yer Signature		Date	Seller Signature	Date
	van Ciamatum		Dete	Seller Signature	Dete
Du	yer Signature		Date	Seller Signature	Date
Bu	yer Address			Seller Address	
City	y, State, Zip			City, State, Zip	
Bu	yer Phone No.	Fa	ax No.	Seller Phone No.	Fax No.
Du,	yer i none ivo.		ix IVO.	Collect Friories (40).	T dx TVO.
Bu	yer E-mail Address			Seller E-mail Address	
Bu	yer Brokerage Firm	MLS Office	e No.	Listing Brokerage Firm	MLS Office No.
Bu	yer Broker (Print)	MLS LA	G No	Listing Broker (Print)	MLS LAG No.
	, ()			9 ()	
Fire	m Phone No.	Broker Phone No. Firm Fa	ıx No.	Firm Phone No. Brok	er Phone No. Firm Fax No.
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rırı	m Document E-mail Addre			Firm Document E-mail Address	
Bu	yer Broker E-mail Address			Listing Broker E-mail Address	
Bu	yer Broker DOL License N	No. Firm DOL Licens	e No.	Listing Broker DOL License No.	Firm DOL License No.

Form 21 Residential PSA Rev. 7/23 Page 2 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- 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.
- 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 10 trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after 11 deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank 12 charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over 13 \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust 14 Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer 15 does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest 16 Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer 17 Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be 18 refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay 19 them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and 20 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 22 Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. 23 If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest 24 Money, Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. 25 If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse 26 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 28 interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent 29 consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader 30 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 32 address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be 33 deemed to have released Closing Agent from any and all claims or liability related to the disbursal of the Earnest 34 Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so 35 under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing 36 Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an 37 interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires 38 the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

- Included Items. Any of the following items, including items identified in Specific Term No. 5 if the corresponding box is 40 checked, located in or on the Property are included in the sale: built-in appliances; wall-to-wall carpeting; curtains, 41 drapes and all other window treatments; window and door screens; awnings; storm doors and windows; installed 42 television antennas; ventilating, air conditioning and heating fixtures; trash compactor; garbage disposal; fireplace 43 doors, gas logs and gas log lighters; irrigation fixtures; electric garage door openers; water heaters; installed electrical 44 fixtures; lighting fixtures; shrubs, plants and trees planted in the ground; and other fixtures; and all associated operating 45 remote controls and access permissions. Unless otherwise agreed, if any of the above items are leased or encumbered, 46 Seller shall acquire clear title before Closing.
- Condition of Title. Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. 48 The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, 49 presently of record and general to the area; easements and encroachments, not materially affecting the value of or 50 unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not 51 convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary 52 encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be 53 conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate 54 Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after 55 acquired title.

Buyer's Initials Seller's Initials Date Buyer's Initials Date Date Seller's Initials Date Form 21 Residential PSA Rev. 7/23 Page 3 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- Title Insurance. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current 57 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.
- Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. If the Closing Date falls 72 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 77 the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the 78 Buyer is provided possession. Seller shall either repair or replace any system or appliance (including, but not limited to 79 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 92 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.

- 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 100 Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the 101 purposes of completing a reverse exchange.
- Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the 103 escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and 104 lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit 105 report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are 106 delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at 107 Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, 108 Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the 109 Closing Agent. Seller shall pay all utility and internet charges, including unbilled charges. Unless waived in Specific Term 110 No. 12, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility 111 charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service 112 to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 113

Seller's Initials Seller's Initials Buyer's Initials Date Buyer's Initials Date Date Date Form 21 Residential PSA Rev. 7/23 Page 4 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT

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General Terms

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or 114 other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that 115 are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid 116 as agreed in Specific Term No. 13. 117

- Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all 118 terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone 119 else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, 120 and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information 121 and copies of documents concerning this sale.
- Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. 123 income taxation in Specific Term No. 14 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) 124 under the Foreign Investment in Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent 125 within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this 126 transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount 127 to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 128
 - If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may 129 give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If 130 Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of 131 this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If 132 Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement 133 is terminated and the Earnest Money shall be refunded to Buyer. 134
- Notices and Delivery of Documents. Any notice related to this Agreement (including revocations of offers or 135 counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered 136 only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer 137 must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by 138 Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 139 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 141 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 143 document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer 144 Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified 145 on page one of this Agreement, or (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the 146 e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the 147 Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

- Computation of Time. Unless otherwise specified in this Agreement, any period of time measured in days and stated in 149 this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last 150 calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal 151 holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, 152 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 154 date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday 155 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 156 Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from 157 Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, 158 Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving 159 forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a 160 legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of 161 computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to 162 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 164 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 Form 21 Residential PSA Rev. 7/23 Page 5 of 6

RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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n. Assignment. Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, 168 unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the 169 Buyer on the first page of this Agreement.

- Default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following 171 provision, as identified in Specific Term No. 8, shall apply: 172
 - Forfeiture of Earnest Money. That portion of the Earnest Money that does not exceed five percent (5%) of the 173 Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - Seller's Election of Remedies. Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages 175 as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual 176 damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue 177 any other rights or remedies available at law or equity. 178
- Professional Advice and Attorneys' Fees. Buyer and Seller are advised to seek the counsel of an attorney and a 179 certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for 180 such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party 181 holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' 182 fees and expenses.
- Offer. This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance 184 shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed 185 office of the other party's broker pursuant to General Term k. If this offer is not so accepted, it shall lapse and any 186 Earnest Money shall be refunded to Buyer.
- Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to 188 Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a 189 counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that 190 counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other 191 party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term k. If the 192 counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 193
- Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the 194 offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, 195 unless sooner withdrawn. 196
- Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager 197 (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing 198 Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing 199 Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Buyer Broker and Listing 200 Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated 201 Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Buyer Broker 202 and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that 203 person and Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual 204 agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency." 205
- Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or 206 compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified 207 in the listing agreement. The Buyer Brokerage Firm's compensation offered in the listing shall be paid by Seller as set forth 208 in this Agreement or any Addendum hereto. If there is any inconsistency between the Buyer Brokerage Firm's 209 compensation offered in the listing and the description of the offered compensation stated in Specific Term No. 17, the 210 terms of the listing shall supersede and control. Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer 211 Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage 212 Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and 213 irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer 214 Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. 215 Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- Cancellation Rights/Lead-Based Paint. If a residential dwelling was built on the Property prior to 1978, and Buyer 217 receives a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (NWMLS Form 22J) after 218 mutual acceptance, Buyer may rescind this Agreement at any time up to 3 days thereafter. 219

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

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RESIDENTIAL PURCHASE AND SALE AGREEMENT **General Terms**

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- w. Information Verification Period. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term 220 No. 15 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage 221 Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the 222 materially inaccurate information within the time period set forth in Specific Term No. 15. If Buyer gives timely notice 223 under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- Property Condition Disclaimer. Buyer and Seller agree, that except as provided in this Agreement, all representations 225 and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. 226 The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations 227 under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter 228 related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In 229 addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain 230 building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of 231 lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other 232 defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties 233 may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the 234 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 236 defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that 237 may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's 238 intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost 239 of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other 240 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 242 Buyer and Seller. Brokers may assist the parties with locating and selecting third party service providers, such as 243 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.
- Fair Housing. Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination 246 based on sex, marital status, sexual orientation, gender identity, race, creed, color, caste, national origin, citizenship or 247 immigration status, families with children status, honorably discharged veteran or military status, the presence of any 248 sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 249

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

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Date

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ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

between	Buyer	Buyer		("Buyer") 2
	виуег	Buyer		
and	Seller	Seller		("Seller") 3
	Seller	Seller		
concerning	Address	City	State Zip	(the "Property"). 4
	Address	City	State Zip	
IT IS AGRE	ED BETWEEN THE SELLER	AND BUYER AS FOLLOWS:		5
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ALL OTHER	R TERMS AND CONDITIONS	of said Agreement remain unchang	ed.	31

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Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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The following is part of the Purchase and Sale Agreement dated 1 between ("Buyer") 2 and 3 (the "Property"). concerning 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 \square % 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 days (5 days if not filled in) after mutual acceptance of this Agreement. For the purposes of this 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 FINANCING CONTINGENCY. Select "a" or "b" ("a" if neither is selected). 24 a.

Seller's Notice to Perform. 25 i. Notice to Perform. At any time _____ days (21 days if not filled in) after mutual acceptance, Seller 26 may give "Notice to Perform" requesting that Buyer waive the Financing Contingency and that Seller may 27 give notice to terminate the Agreement at any time 3 days after delivery of that notice if Buyer does not 28 earlier waive the Financing Contingency. NWMLS Form 22AR shall be used for this notice. 29 ii. **Notice of Termination.** If Buyer has not previously waived the Financing Contingency, Seller may give 30 "Notice of Termination" of this Agreement any time 3 days after delivery of Notice to Perform. If Seller gives 31 Notice of Termination before Buyer has waived the Financing Contingency, this Agreement is terminated 32 and the Earnest Money shall be refunded to Buyer. NWMLS Form 22AR shall be used for this notice. 33 iii. Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2(a) 34 □ will; or □ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 35 b.

Automatic Waiver of Financing Contingency. 36 i. Waiver. The Financing Contingency shall conclusively be deemed waived unless within _____ days (21 37 days if not filled in) after mutual acceptance, Buyer gives notice of termination of this Agreement. If Buyer 38 gives timely notice of termination, the Earnest Money shall be refunded to Buyer after Buyer delivers written 39 confirmation from Buyer's lender as required by Paragraph 4. 40 ii. Appraisal Less Than Sales Price. Buyer's waiver of the Financing Contingency under this Paragraph 2(b) 41 □ will; or □ will not (will not, if not filled in) constitute waiver of Paragraph 5 (Appraisal Less Than Sales Price). 42 Form 22A Financing Addendum Rev. 7/23 Page 2 of 3

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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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, \square 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 **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 APPRAISAL LESS THAN SALE PRICE. 60 **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 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

Form 22A Financing Addendum Rev. 7/23 Page 3 of 3

FINANCING ADDENDUM TO PURCHASE & SALE AGREEMENT

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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.

- 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 97 that the lender's appraisal may condition the appraised value of the Property on the completion and approval 98 of work orders prior to Closing ("Appraisal Work Order"). Buyer shall, within 3 days of receiving an Appraisal 99 Work Order, give notice to Seller, which notice shall include a copy of the Appraisal Work Order. If Buyer is 100 unable to obtain financing by Closing due to an incomplete Appraisal Work Order then, on Buyer's notice, this 101 Agreement shall terminate. If Buyer has not waived this Paragraph 5, the Earnest Money shall be refunded to 102 Buyer after providing lender's confirmation in compliance with Paragraph 4, including lender's statement that 103
- 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.

Buyer was unable to obtain financing by Closing due to an incomplete Appraisal Work Order.

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.

- 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.
- 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.

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

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

he follo	wing is part o	f the Pur	chase and Sale	Agreement da	ated			
etween			· · · · · · · · · · · · · · · · · · ·	····		· · · · · · · · · · · · · · · · · · ·		_ ("Buyer")
. d	Buyer			В	uyer			("Callar")
nd	Seller			S	eller			("Seller")
ncerni							(the	"Property").
	Address			С	ty	State Zip		
			OF BUYER'S F		This Agreement	is continge	nt on Buyer selli	ng Buyer's
	•				, State of		("Buyer's Pr	operty")
on o	r before ntingency Peri				, 45 days after m			
	serving Buyer acceptance c Agreement (i	's Proper f this Ao ncluding	rty with a license greement. If Bu	ed real estate yer fails to o ection, or an	Property for sale firm withindo so, this continge	days (5 day	ys if not filled in) a all other condit	after mutual ons in this
t 1 1	the end of th refunded to B Buyer has en	e Contin uyer. Fo tered int	gency Period, the purposes of a valid and endinger	hen this Agre of this Adden nforceable ag	er's Property or gement shall tern dum, the terms "s greement for the ingency Property	ninate and t sell," "selling purchase ai	the Earnest Mon j" and "sold" shal nd sale of Buyer	ey shall be I mean that 's Property.
writte	en consent be	fore Buy	er accepts any c	offer for the sa	E OF BUYER'S lale of Buyer's Pro	perty that:	. Buyer must ob	ain Seller's
(b) ł	-	date les	•	,	ouyer's property; days from the da		I acceptance of t	he offer on
such Buye shall	offer withou er's notice that be entitled to perty Notice (t Seller's t the con remedic	prior written co tingency is satis es as provided f	onsent, Selle fied and, upo for in the Agr	ent Sale (Form 90 r may terminate n Seller's termina eement. Seller's does not timely	this Agreen tion, Buyer termination	nent within three shall be in defaul shall be on the C	days from t and Seller Contingency
(Fina appli acce conti for th	ancing Adden ication fee, if eptance of thi ingency in thi ne Loan(s) un	dum), Burequired, s Agreen s Addenc til after s	uyer shall make for the subject I ment, or □ with dum (from mutua atisfaction of this	written applice Property with wind acceptance sometimes contingency	nt on Buyer obtaction for the Loa ithin days (5 days e if neither box ch t, the timelines in s loan application	in(s) (define days (5 day if not filled necked). If B Form 22A s	d in Form 22A) a s if not filled in) a in) after Buyer s uyer is not requir hall not begin un	and pay the after mutual satisfies the red to apply
Selle anoth acce or by	er has receive her offer, Sel eptance, and \$ / the expiratio	d notice er shall i Seller sha n of the o	that Buyer has sinclude the Seconal give notice to contingency in P	satisfied or wo ond Buyer's A Buyer and s aragraph 1, v	the Property on the dived this conting Addendum (Form hall give Buyer _ whichever is earlies isfy this continger	ency. If prio 39) or simil er (the "Bum	r to that time, Se lar form as a con days (5 days if l p Period") to waiv	ller accepts dition to its not filled in) ve or satisfy
——Buye	er's Initials	 Date	Buyer's Initials	 Date	Seller's Initials	 Date	Seller's Initials	 Date

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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 44 similar form, and Buyer's reply shall be on Bump Reply (Form 46) or similar form. Buyer's waiver of this 45 contingency also waives all other conditions in this Agreement (including financing or any other contingency). If 46 Buyer waives this contingency, the sale of the Property shall close 30 days after Buyer's waiver. 47

- 5. CONTINGENCY SATISFIED. Buyer shall give notice to Seller within 2 days of entering into an agreement to sell 48 Buver's Property (i.e., the contingency is "satisfied"). Buver's notice shall include a complete copy of the purchase 49 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.
- BUYER'S PROPERTY FAILURE TO CLOSE. Buyer shall give notice to Seller within 2 days of learning that the 53 sale of Buyer's Property has failed to close. Such notice must be given regardless of whether Buyer chooses to 54 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 56 of the Contingency Period in Paragraph 1, then this contingency shall be reinstated until the Contingency 57 Period has expired.
 - (b) Agreement Terminates. If the sale of Buyer's Property fails to close through no fault of Buyer after expiration 59 of the Contingency Period, then, unless Buyer waives the contingency under Paragraph 6(c), this Agreement 60 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 67 equivalent for the Property has not been issued by the applicable government authority, then Buyer shall 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 71 Agreement.
- 8. OTHER.

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Form 39 Second Buyer's Addendum Rev. 7/23

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

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

Form 22Q Buyer's Pending Sale Rev. 2/17 Page 1 of 1

BUYER'S PENDING SALE OF PROPERTY CONTINGENCY ADDENDUM

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The following is part of the Purchase and Sale Agreement dated between ("Buyer") and concerning _ __(the "Property"). 1. PENDING SALE OF BUYER'S PROPERTY. This Agreement is contingent on the closing of the sale of Buyer's property located at pursuant to the purchase and sale agreement dated (the "Pending Sale"). The complete purchase and sale agreement for the Pending Sale must be attached to this Agreement. The term Pending Sale includes property that may be subject to an inspection, feasibility, or any other contingency. 2. PENDING SALE CLOSING DATE. Buyer may not extend the Closing Date of the Pending Sale, if such 10 extension would delay the closing of this Agreement, without Seller's prior written consent. 11 3. FAILURE TO CLOSE. If, through no fault of Buyer, the Pending Sale does not timely close, this Agreement 12 shall terminate and the Earnest Money shall be refunded to Buyer. However, Buyer may elect to waive this 13 contingency by providing notice to Seller of such waiver simultaneously with notice that the Pending Sale 14 15 failed to timely close. If Buyer waives this contingency, then Paragraph 5 below shall apply. NOTICE OF FAILURE TO CLOSE. Buyer must give notice to Seller within 2 days of learning that the 16 4. Pending Sale has failed. Such notice must be given regardless of whether Buyer chooses to proceed with this 17 Agreement. If Buyer does not timely give such notice, then Buyer shall be in default. 18 5. BUYER'S WAIVER. Buyer's waiver of this contingency constitutes the waiver of all other contingencies in this 19 Agreement (including, without limitation, any inspection, financing, or other contingency). 20 6. OTHER. 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 Date Seller's Initials Seller's Initials Date Buyer's Initials Date Buyer's Initials Date

Form 22D Optional Clauses Addendum Rev. 3/21 Page 1 of 2

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

OPTIONAL CLAUSES ADDENDUM TO PURCHASE & SALE AGREEMENT

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twe	en			("Buyer"
		Buyer	Buyer	// ·
d		Seller	Seller	("Seller"
ncei	ning	Address	City	(the "Property")
			City	State Zip
		NCLUDED:		
	con any the	cerning: (a) the lot size or the accur improvements on the Property; (c)	racy of any information provided whether there are any encroach acent properties. Buyer is advise	Buyer Broker make no representation by the Seller; (b) the square footage of ments (fences, rockeries, buildings) or ad to verify lot size, square footage and
for	m of		nce. The parties have the option	ler is to provide the then-current ALTA to provide less coverage by selecting rerage Policy:
		apply for the then-current ALTA	form of Owner's Policy of Title I protection endorsements, if avai	Closing Agent, at Seller's expense, to Insurance, together with homeowner' ilable at no additional cost, rather that
		an ALTA or comparable Extended Policy of Title Insurance. Buyer s	ed Coverage Policy of Title Inst shall pay the increased costs as nium over that charged for Home	Agent, at Seller's expense to apply fourance, rather than the Homeowner's sociated with the Extended Coverage eowner's Policy of Title Insurance an
		ler Cleaning. Seller shall clean the name that the Property prior to Buyer taking		I remove all trash, debris and rubbis
	not		y personal property remaining o	Il personal property from the Propert n the Property thereafter shall becom ermines.
		ities. To the best of Seller's knowle	•	
	□ p	public water main; public sewer m	nain; 🗖 septic tank; 🗖 well (speci	ify type)
	⊔ ir □ c	rigation water (specity provider) able (specify provider)	; ⊔ : internet (specify:	natural gas; □ telephone; □ electricity / provider);
		ther		
	the		n has not yet been selected, FT	rade Commission Regulations requir C regulations require Seller to furnis
	WA	LL INSULATION: TYPE:	THICKNESS:	R-VALUE:
				R-VALUE:
	O.T.	JED INICI II ATIONI DATA:		

Form 22D Optional Clauses Addendum Rev. 3/21 Page 2 of 2

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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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	39 40 41
		Seller shall provide Buyer a copy of the lease for the selected items within days (5 days if not filled in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.	42 43 44 45 46 47 48
8.		Homeowners' Association Review Period. If the Property is subject to a homeowners' association or any other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if available from the Association) within days (10 days if not filled in) of mutual acceptance: a. Association rules and regulations, including, but not limited to architectural guidelines; b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); c. Association meeting minutes from the prior two (2) years; d. Association Board of Directors meeting minutes from the prior six (6) months; and e. Association financial statements from the prior two (2) years and current operating budget. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within days (5 days if not filled in) of receipt of the above documents or the date that the above documents are due, whichever is	49 50 51 52 53 54 55 56 57 58
		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.	59 60 61
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 \square Buyer; \square Seller (Seller if not filled in).	62 63 64 65
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):	66 67 68 69
11.			72
		a. Home warranty provider:	73
		b. Seller shall pay up to \$ (\$0.00 if not filled in) of the cost for the home warranty, together with any included options, and Buyer shall pay any balance.	74 75
		c. Options to be included:	76
		(none, if not filled in).	
		d. Other:	78
12.	2	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.	79 80 81 82 83 84
			84

FIRPTA CERTIFICATION

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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.

CELLED CERTIFICATION College begans a contification that	all avvis av							
SELLER CERTIFICATION. Seller hereby certifies the f	ollowing:							
PROPERTY. I am the Seller of real property □ at:								
Address or ☐ (if no street address) legally described on the atta	City ched.	State Zip						
CITIZENSHIP STATUS. I □ AM □ AM NOT a non-reforeign trust, foreign estate or other foreign business er								
TAXPAYER I.D. NUMBER.								
My U.S. taxpayer identification number (e.g. social second		e provided at closing						
	(Tax I.D. numbe	r to be provided by Seller at Closing)						
ADDRESS.								
My home address is	O't.	01.1.						
Address	City	State Zip						
Under penalties of perjury, I declare that I have examined it is true, correct and complete. I understand that this Ce ("IRS") and that any false statement I have made here con	rtification may be disclosed to	the Internal Revenue Service						
Seller Date	Seller	Date						
BUYER CERTIFICATION (Only applicable if Seller is a	non-resident alien).							
If Seller <u>is</u> a non-resident alien, and has not obtained a 15% of the amount realized from the sale and pay 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 extended (a) I certify that the total price that I am to pay for consideration to Seller, exceeds \$300,000, but does member of my family* have definite plans to resist property is used by any person during each of the sale. If Buyer certifies these statements, then Clost the sale and pay it to the IRS.	r the property, including liab bes not exceed \$1,000,000 de on the property for at le first two twelve month peri	pilities assumed and all other; and (b) I certify that I or a ast 50% of the time that the ods following the date of this						
* (Defined in 11 U.S.C. 267(c)(4). It includes brothe	rs, sisters, spouse, ancestor	s 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						

Form 22EF Evidence of Funds Addendum Rev. 7/23 Page 1 of 1

Buyer's Initials

Date

Buyer's Initials

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EVIDENCE OF FUNDS ADDENDUM TO PURCHASE & SALE AGREEMENT

	g is part of the Purchase and Sale Agreement dated
etween	Buyer Buyer ("Buyer")
nd	("Seller")
ncernin	(the "Property").
	Address City State Zip
DE	NITIONS.
	vidence" means document(s) from a financial institution(s) in the United States showing that Buyer has ficient cash or cash equivalent in United States funds.
(on-Contingent Funds" means funds that Buyer currently has in its possession and for which there is no ntingency, such as financing (NWMLS Form 22A or equivalent), sale of Buyer's property (NWMLS Form B or equivalent), or pending sale of Buyer's property (NWMLS Form 22Q or equivalent).
;	ontingent Funds" means funds that Buyer does not currently have, but expects to receive from another curce prior to Closing, and for which there is no contingency, such as a loan, proceeds from the sale of the property or stock, retirement funds, foreign funds, a gift, or future earnings.
Pur fille Pric use writ Agr	ENCE OF NON-CONTINGENT FUNDS. Buyer is relying on Non-Contingent Funds for payment of the ase Price. Buyer shall provide Evidence to Seller of such funds within days (3 days if not n) of mutual acceptance. Unless Buyer discloses other sources of funds for the payment of the Purchase Buyer represents that the Non-Contingent Funds are sufficient to pay the Purchase Price. Buyer shall not uch Non-Contingent Funds for any purpose other than the purchase of the Property without Seller's prior in consent. If Buyer fails to timely provide such Evidence, Seller may give notice terminating this ment any time before such Evidence is provided. Upon Seller's notice of termination under this indum, the Earnest Money shall be refunded to Buyer.
□ DIS	OSURE OF CONTINGENT FUNDS. Buyer is relying on Contingent Funds for the Purchase Price:
ا 🗅	n:
	e of the following owned by Buyer:
	of \$ from
□ F	nds not readily convertible to liquid US funds:
	wn Payment Program:
	er (describe):
relie pro pro req	shall provide Evidence to Seller days (10 days if not filled in) prior to Closing that the funds upon in Section 3 have been received or are immediately available to Buyer. If Buyer fails to timely le such Evidence, Seller may give notice terminating this Agreement any time before such Evidence is led. Buyer shall provide Seller with additional information about such funds as may be reasonably sted by Seller from time to time. Upon Seller's notice of termination under this Addendum, the Earnest y shall be refunded to Buyer.
	er disclosed that Buyer is obtaining a loan, Seller shall permit an appraisal of the Property and inspections ed by lender, including but not limited to structural, pest, heating, plumbing, roof, electrical, septic, and espections. Seller is not obligated to pay for such inspections unless otherwise agreed.

Seller's Initials

Date

Seller's Initials

Date

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 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.

possible. The appraisal is not a hom inspection will be done only if I/we a	ne inspection. I/we will mak ask for one and schedule it.	if I/we wish to get a home inspection, it is best one a voluntary choice whether to get a home inspection. Your lender may not perform a home inspection and safety tests can be included in the home inspection.	ection. A home n and neither FHA nor
(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.



Form 22J Lead Based Paint Disclosure Rev. 7/23 Page 1 of 2

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

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Detween Buyer Buyer Buyer Buyer Buyer Buyer Buyer Buyer Buyer Setter Set	welling was built prior to 1978 is nat may place young children at ermanent neurological damage, is and impaired memory. Lead est in residential real property is indicated paint hazards. A risk prior to purchase. Imm Buyer also means Tenant. W): housing (explain). It is in the housing. It is lead-based paint and/or lead-lead-lead-lead-lead-lead-lead-lead-
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Lead Warning Statement Every purchaser of any interest in residential real property on which a residential dwelling was built pric notified that such property may present exposure to lead from lead-based paint that may place young risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurologic including learning disabilities, reduced intelligence quotient, behavioral problems and impaired me poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real required to provide the buyer with any information on lead-based paint hazards from risk asse inspections in the seller's possession and notify the buyer of any known lead-based paint haza assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. NOTE: In the event of pre-closing possession of more than 100 days by Buyer, the term Buyer also mean seller's Disclosure (a) Presence of lead-based paint and/or lead-based paint hazards (check one below): Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. (b) Records and reports available to the Seller (check one below): Seller has provided the Buyer with all available records and reports pertaining to lead-based paint based paint hazards in the housing (list documents below).	welling was built prior to 1978 is nat may place young children at ermanent neurological damage, s and impaired memory. Lead est in residential real property is urds from risk assessments or d-based paint hazards. A risk prior to purchase. The Buyer also means Tenant. The housing (explain). The housing in the housing. The ded paint hazards in the housing. The ded paint hazards in the housing.
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	Date
Seller Date Seller	23.13

Form 22J Lead Based Paint Disclosure Rev. 7/23 Page 2 of 2

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

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Continued

Buye	r's /	Acknowledgment	31
(c)	Buy	· · · · · · · · · · · · · · · · · · ·	32
(d)	Buy	•	33
(e)	Buy		34
	X	Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.	35 36
		Accepted an opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards on the following terms and conditions:	37 38
		based paint and/or lead-based paint hazards, to be performed by a risk assessor or inspector at Buyer's	39 40 41
		disapproval of the risk assessment or inspection to Seller within (10 days if not filled in) after receiving this Disclosure. Buyer's notice must identify the specific existing deficiencies and corrections	42 43 44 45
		disapproval notice, give written notice that Seller will correct the conditions identified by Buyer. If Seller agrees to correct the conditions identified by Buyer, then it shall be accomplished at Seller's expense prior	46 47 48 49 50 51 52 53
		inspection, or if the parties cannot reach an agreement on alternative remedies, then Buyer may elect to give notice of termination of this Agreement within days (3 days if not filled in) after expiration of the time limit or delivery of Seller's notice pursuant to the preceding paragraph, whichever occurs first. The Earnest Money shall then be returned to Buyer and the parties shall have no further obligations to each other. Buyer's failure to give a written notice of termination means that Buyer will be required to purchase the Property without Seller having corrected the conditions identified in Buyer's risk assessment or inspection	54 55 56 57 58 59 60 61
-		s reviewed the information above and certifies, to the best of Buyer's knowledge, that the statements made are true and accurate.	62 63
Buy	er	Date Buyer Date	64
В	roke	ers have informed Seller of Seller's obligations under 42 U.S.C. 4852(d) and are aware of their responsibility sure compliance.	65 66 67
Buy	er E	Broker Date Listing Broker Date	68
Buyer I	nitials	s Date Buyer Initials Date Seller Initials Date Seller Initials Date	

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

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IDENTIFICATION OF UTILITIES ADDENDUM TO PURCHASE AND SALE AGREEMENT

tween	Buyer	("Buyer"
dSeller	Seller	("Seller"
ncerning		(the "Property').
	harges, if any, affecting the Property.	State Zip ninister the disbursement of closing funds The names and addresses of all utilities
TER DISTRICT:	Name	e-mail or website (optional)
	Address	
WED DICTRICT.	City, State, Zip	Fax. No. (optional)
WER DISTRICT:	Name	e-mail or website (optional)
	Address	
RIGATION DISTRICT:	City, State, Zip	Fax. No. (optional)
MOATION DISTRICT.	Name	e-mail or website (optional)
	Address	
RBAGE:	City, State, Zip	Fax. No. (optional)
ND/NOL.	Name	e-mail or website (optional)
	Address	
ECTRICITY:	City, State, Zip	Fax. No. (optional)
	Name	e-mail or website (optional)
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S:	City, State, Zip	Fax. No. (optional)
	Name	e-mail or website (optional)
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ECIAL DISTRICT(S):	City, State, Zip	Fax. No. (optional)
cal improvement districts or ty local improvement districts)	Name	e-mail or website (optional)
	Address	
	City, State, Zip	Fax. No. (optional)
hin days (5 if not fil oker or Buyer Broker with the nan	led in) of mutual acceptance of this Agnes and addresses of all utility providers Listing Broker or Buyer Broker to ins	cceptance of this Agreement, then (1) preement, Seller shall provide the Listing shaving lien rights affecting the Property sert into this Addendum the names and
othing in this Addendum shall be	construed to diminish or alter the Sel understands that the Listing Broker and	ler's obligation to pay all utility charges Buyer Broker are not responsible for, or

Form 22L&A Land & Acreage Addendum Rev. 7/23 Page 1 of 4

properly.

title to the Property is transferred.

LAND AND ACREAGE ADDENDUM

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The following is part of the Purchase and Sale Agreement dated 1 between _ ("Buyer") 2 ("Seller") and 3 concerning _ (the "Property"). Address BUYER ACKNOWLEDGMENTS: If Buyer has any questions regarding the Property, Buyer is advised to make 5 the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 6 Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the 7 adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and 8 desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the 9 Property. 10 b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have 11 the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is 12 accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing 13 Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information 14 regarding the size of the Property, identification of easements or encroachment problems. 15 c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on 16 the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited 17 time periods. Except as otherwise provided in the Agreement. Buver assumes the risk that the Property is 18 suitable for any needed on-site sewage disposal system and related equipment. 19 d. A generally accepted method for determining water quality from any well or other water delivery system is to 20 have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited 21 to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water 22 quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer 23 understands that the results of such tests only provide information regarding water quality or quantity at the 24 time of the test(s) and provide no representation or guarantee that results will not change or vary at other 25 times. 26 If the Property is currently taxed at a reduced rate because a special classification such as open space, 27 agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will 28 need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required 29 to be paid if the use classification is changed or withdrawn at Closing or in the future. 30 A generally accepted method for determining the value of timber growing on the Property is to have a 31

Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should

On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If

there is an on-site sewage system on the Property that has not been recently used, Buyer should consider

conducting a purge test and other inspections to determine whether there are any defects in the system. A

purge test consists of introducing water into the system to determine whether the system is functioning

h. Additional tests or inspections of the Property may be required by local or state governmental agencies before

qualified forester or forest products expert "cruise" the Property and give a written valuation.

Form 22L&A Land & Acreage Addendum Rev. 7/23 Page 2 of 4

Buyer's Initials

Date

Buyer's Initials

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES: 43

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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)	55 56
		i.	Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	days	57 58 59 60
		ii.	Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	days	61 62 63 64 65 66 67 68
		iii.	On-Site Sewage System. The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection.	days	69 70 71 72 73 74 75 76 77 78 79 80
			The OSS inspection □ shall; □ shall not include a purge test to determine if the OSS is functioning properly. Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within		81 82 83 84
		iv.	days (10 days if not filled in) of mutual acceptance. 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. Water quality and/or purity tests shall; shall not be submitted to a private lab for further evaluation.	days	85 86 87 88 89 90

Seller's Initials

Date

Seller's Initials

Date

Date

Form 22L&A Land & Acreage Addendum Rev. 7/23 Page 3 of 4

Buyer's Initials

Date

Buyer's Initials

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LAND AND ACREAGE ADDENDUM

Continued

				v.	Water Quantity. Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional.	92 93 94 95 96
				vi.	Timber. Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion.	97 98 99
3.	ΑC	DDITIONAL PR	ovisio	NS (check as applicable)	100
		set forth in Spe Completion of matters affectir the condition a the licensure of area on the P presence of rec feasible and ac	ecific Te a feasi ng the F nd capa f wells, roperty, corded a	erm 1 ibility Prope acity of perm perm the acces eous	ox is checked, this paragraph supersedes and replaces the Feasibility Contingency 5 and General Term "u" of Form 25 (Vacant Land Purchase and Sale Agreement). study and determination, in Buyer's sole discretion, that the Property and any erty including, without limitation, the condition of any improvements to the Property, of irrigation pumps, system and wells, the adequacy of water rights for the Property, litted or certificated water rights for the Property, the location and size of any critical number and location of approved road approaches from public roads, and the as easements to the Property, are suitable for Buyer's intended use(s), and that it is for Buyer to acquire the Property in accordance with the Agreement. In performing hall not interfere with any existing tenants' operations on the Property.	102 103 104 105 106 107 108
		not filled in) at	fter mut	tual a	gency shall conclusively be deemed waived unless within (20 days if acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely study and terminates the Agreement, the Earnest Money shall be refunded to Buyer.	112
		water rights a acknowledge t	pplicabl hat wat	e to er rig	ler represents that there are shares of irrigation/frost the Property, all of which will be transferred to Buyer at Closing. The parties should facilitate the transfer of any water rights.	115
		interest in, to a Closing Date, t occur that with agree to defen	and und here are or without d, inder	der a e no out n mnify	otion. At Closing, Seller will assign, transfer, and convey all of its right, title and ny lease of the Property and will represent and warrant to Buyer that, as of the defaults under the leases and no condition exists or event has occurred or failed to otice and the passage of time could ripen into such a default. At Closing, Buyer will and hold Seller harmless from and against any obligation under the leases to the sumed by Buyer hereunder.	119 120 121
		before			greement is conditioned on review and approval by the parties' attorneys on or A party shall conclusively be deemed to have waived this contingency unless this Agreement is provided to the other party by the foregoing date.	
		the Agreement and troughs;	: □ por □ irrigati	rtable ion e	d accessories are items included in addition to those stated in Specific Term 5 of buildings; □ sheds and other outbuildings; □ game feeders; □ livestock feeders quipment; □ fuel tanks; □ submersible pumps; □ pressure tanks; □ corrals and □ chutes; □ other:	128 129
					personal property included in the sale shall be \$ not the condition of, the personal property and shall convey it by bill of sale.	131 132
		("WRP"), or sir contract. All de	milar pro ocumen ne USD <i>i</i>	ograr itatioi A or	assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program contracts and agree to continue them through the expiration date of each such for the assumption shall be completed prior to the Closing Date and must be applicable government agency prior to Closing. Any applicable program payments ing.	134 135
		mutual accepta contingency sh not filled in) aft	ance. T all be c er recei	his / deem pt of	r all documents related to such programs within (10 days if not filled in) after Agreement is conditioned on Buyer's approval of the program documents. This ed waived unless Buyer gives notice of disapproval within days (5 days if the program documents. If Buyer gives timely notice of disapproval, the Agreement nest Money shall be refunded to Buyer.	139 f 140

Seller's Initials

Date

Seller's Initials

Date

Date

Form 22L&A Land & Acreage Addendum Rev. 7/23 Page 4 of 4

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

LAND AND ACREAGE ADDENDUM

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Continued ☐ Crops/Land Lease Review Contingency. Seller shall make available to Buyer, as soon as practical, but no later 143 days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control 144 relating to any crop or land lease for the Property. 145 Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the 146 foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not 147 give notice of disapproval within days (10 days if not filled in) of receipt of the above documents 148 or the date that the above documents are due (whichever is earlier), then this lease review contingency shall 149 conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement 150 shall terminate and the Earnest Money shall be refunded to Buyer. 151 Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and 152 agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and 153 agreements by assignment and Buyer shall assume performance of all obligations upon Closing. The parties 154 should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements. 155 4. DOCUMENT REVIEW PERIOD. If this box is checked. Seller shall deliver to Buyer a copy of the following 156 documents within (20 days if not filled in) of mutual acceptance: 157 158 159 days (15 days if 160 If Buyer, in Buyer's sole discretion, does not give notice of disapproval within not filled in) of receipt of the above documents or the date that the above documents are due, then this 161 document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of 162 163 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 164 165 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 166 end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's 167 recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of 168 additional inspections, the applicable contingency period shall be replaced by the additional period specified 169 above. The time for conducting the additional inspections shall commence on the day after Buyer gives 170 notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of 171 172 the Agreement. TAX DESIGNATION. 173 a. Classification of Property. Seller represents that the Property is classified as
open space 174 ☐ farm and agricultural ☐ timberland under Chapter 84.34 RCW. **b. Removal from Classification**. Buver shall not file a notice of classification continuance at the time of 176 Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, 177 and penalties assessed by the county assessor when the Property is removed from its classification shall 178 be paid by Deller Deluger both Seller and Buyer in equal shares (Seller if no box is checked). 179 **c.** Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice 180 of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all 181 documents necessary to continue the classification. The notice of classification continuance shall be 182 attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice 183 of classification continuance, the county assessor must reassess the Property's taxable value and 184 retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay. 185 Form 22T Title Contingency Addendum Rev. 7/23 Page 1 of 1

TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

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he f	ollowing is part	of the Pur	chase and Sale Ag	greement da	ated			
etw	een			Ri	ıyer			_ ("Buyer")
nd	•			Di				("Seller")
_	Seller .			Se	eller		(4)	
once	erning			Ci	ty	State Zip	(the '	'Property").
1.	together with a days (5 days if or \square mutual a disapproval of commitment b	any easen not filled in cceptance ecception efore mu	Agreement is sub- nents, covenants, in) from the date of (from the date of ons contained in tual acceptance, delivered for review	conditions of Buyer's of Buyer's the prelim Buyer's tir	and restrictions receipt of the preceipt, if neither ninary commitment to review sh	of record. Bu reliminary con box checked ent. If Buyer nall begin on	uyer shall have nmitment for title I) to give notice receives the n mutual accept	insurance; of Buyer's preliminary ance. The
		ller will cl	days (5 da ear all disapprove					
	Agreement with Agreement, the	hin 3 day Earnest	mely notice that S vs after the deadl Money shall be re o have waived all o	ine for Sel turned to E	ler's notice. In tl Buyer. If Buyer d	he event Buy oes not timely	er elects to ter y terminate the A	minate the
2.	then the above shall apply to t	e time per he date of	oorts. If suppleme iods and procedu Buyer's receipt of ate the foregoing t	res for noti	ce, correction, ar mental title repor	nd terminatior	for those new	exceptions
3.	Marketable Tit as provided for		ddendum does no reement.	t relieve Se	eller of the obligat	tion to provide	e marketable title	at Closing
-	Buyer's Initials	 Date	Buyer's Initials	Date	Seller's Initials	Date	Seller's Initials	 Date

Form 22VV Homeowner Insurance Addendum Rev. 7/15

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

HOMEOWNER INSURANCE ADDENDUM

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Page 1 of 1	TO PURCHASE AND SALE AGREEMENT	
The following	s part of the Purchase and Sale Agreement dated	1
between	uyer Buyer" ("Buyer")	2
and	("Seller")	3
concerning _	Seller (the "Property"). ddress City State Zip	4
on a number Property, Bu companies w policy will be about issuin	rer Concerning Homeowners Insurance. The availability and cost of homeowners insurance depends of factors, including Buyer's personal insurance, Buyer's financial and credit history, the condition of the er's claim history, and the claims history for the Property. At the time of application, most insurance I only issue a binder, which is a temporary commitment to provide insurance and not a guarantee that a ssued. After issuing the binder, the insurance company will take additional time to make a final decision a policy and the amount of the insurance premium. Accordingly, it is important for Buyer to apply for early as possible.	3
for a standa lender, at an exclusive of make applica to timely ma deemed sati gives notice	Insurance Contingency/Application. This Agreement is conditioned upon Buyer obtaining a binder of policy of homeowners insurance, together with any other property insurance required by Buyer's annual premium not to exceed ½ of 1% of the purchase price, with a deductible not to exceed \$1000, and additional endorsements, declarations and riders (e.g., art, jewelry, earthquake, etc.). Buyer shall on for insurance within days (5 days, if not filled in) of mutual acceptance and if Buyer fails be application, then this contingency shall be deemed waived. This insurance contingency shall be fied (waived), unless within days (15 days, if not filled in) of mutual acceptance, Buyer inability to obtain a binder on the terms set forth above. If Buyer gives such notice, then this Agreement and the Earnest Money shall be refunded to Buyer.	13 14 15 16 17

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MODIFICATION OF CLOSING DATE ADDENDUM

een		Buyer		("Buyer"
				("Seller"
Seller		Seller		
erning		City	State Zip	the "Property")
Address		Oity	State Zip	
ODIFICATION	OF CLOSING DATE.	. The parties hereby agree	to modify the Closing Date	set forth in th
		i ino paraso norozy agree		200 10101 111 01
THER DATES.	In addition, the parties	hereby agree to modify oth	er dates set forth in the Agreem	ent as follows:
THED				
THER.				
per terms and a	anditions of the Agrees	nent remain unchanged.		
iei teims and c	onditions of the Agreen	ient remain untrianged.		

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

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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	Buyer	Buyer		("Buyer
l				("Seller
	Seller	Seller		(Sellel
cerning	1			(the "Property"
	Address	City	State	Zip
option Proper pest in a pers	ection contingency. The stions of the Property and the and without limitation, the stry, compliance with building as a spection, and a soils/stability on licensed under RCW 18.26 duct further inspections of the	improvements on the Pustructural, mechanical a and zoning codes, an in nspection. Buyer's gene 80. Buyer may engage s	operty. Buyer's inspection and general condition of spection of the Property aral home inspection must	ons may include, at Buyer's f the improvements to the for hazardous materials, a st be performed by Buyer o
ins	ewer Inspection. Buyer's inspection of the sewer system, quire the inspector to remove to	which may include a se	wer line video inspection	
choice Proper inspectivere in	R'S OBLIGATIONS. All inspert, and (c) completed at Buyer ty without first obtaining Selletors. Buyer shall restore the prior to the inspection. Buyer ty performed on Buyer's beha	s expense. Buyer shall r's permission. Buyer is Property and all improve er shall be responsible f	not alter the Property o solely responsible for ir ements on the Property	r any improvements on the iterviewing and selecting a to the same condition the
obligat accept waiving additio disapp propos credits	R'S NOTICE. This inspection ted to make any repairs or make any repairs or make ance of this Agreement (the "I g this contingency; (b) disappropal inspections; or (d) proportions the inspection and termines repairs to the property or make a for repairs to be performed after may use NWMLS Form 35R to	odifications unless withinitial Inspection Period") oving the inspection and sing repairs to the pronates the Agreement, the odifications to the Agreement Closing, the parties sing repairs with the parties sing repairs with the singular control of the Agreement of the Agreement Closing, the parties sing repairs with the singular control of the Agreement of the	n days (10 days , Buyer gives notice (a) a terminating the Agreement perty or modifications to E Earnest Money shall be ement, including adjustmentall negotiate as set forth	s if not filled in) after mutual approving the inspection and nt; (c) that Buyer will conduct the Agreement. If Buyer refunded to Buyer. If Buyer to the purchase price o
Seller	CTION REPORT. Buyer shall requests otherwise in writing. portions of the report, or the ir	Upon Seller's written re	equest, Buyer shall prov	ride to Seller the inspection
	aiver of Contingency by Bu	, ,	,	•
b. Se	eller Request. The selection of	of any checkbox below b	y Seller shall not be cons	sidered a counteroffer.
	Seller requests that Buyer pr	ovide the inspection rep	ort to Seller.	
	If Buyer requests repairs or portions of the inspection rep			
	If Buyer provides notice of provide a copy of the inspec			
obtain Initial I reques	further evaluation of any item Inspection Period, Buyer prost, a copy of the inspector's recested by Seller, a copy of the	by a specialist at Buyer vides notice that Buyer commendation. If Buyer	's option and expense if, will seek additional ins provides timely notice of	on or before the end of the pections and, upon Seller's additional inspections (and

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

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

INSPECTION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued

filled in) after giving the notice to obtain the additional inspection(s) as recommended by the inspector and the 46 Initial Inspection Period shall be so extended. 47 BUYER'S REQUESTS FOR REPAIRS OR MODIFICATIONS. If Buyer requests repairs or modifications 48 pursuant to Paragraph 3, the parties shall negotiate as set forth in this Paragraph 6. Buyer's initial request and 49 Seller's response made in accordance with the following procedures are irrevocable for the time period provided. 50 Seller's Response to Request for Repairs or Modifications. Seller shall have 51 if not filled in) after receipt of Buyer's request for repairs or modifications to give notice that Seller (i) agrees 52 to the repairs or modifications proposed by Buyer; (ii) agrees to some of the repairs or modifications 53 proposed by Buyer; (iii) rejects all repairs or modifications proposed by Buyer; or (iv) offers different or 54 additional repairs or modifications. If Seller agrees to the terms of Buver's request for repairs or 55 modifications, this contingency shall be satisfied and Buyer's Reply shall not be necessary. If Seller does not 56 agree to all of Buyer's repairs or modifications, Buyer shall have an opportunity to reply, as follows: 57 b. Buyer's Reply. If Seller does not agree to all of the repairs or modifications proposed by Buyer, Buyer shall 58 days (3 days if not filled in) from either the day Buyer receives Seller's response or, if Seller 59 fails to timely respond, the day Seller's response period ends, whichever is earlier, to (i) accept the Seller's 60 response at which time this contingency shall be satisfied; (ii) agree with the Seller on other remedies; or (iii) 61 disapprove the inspection and terminate the Agreement, in which event, the Earnest Money shall be 62 refunded to Buyer. 63 ATTENTION BUYER: These time periods for negotiating repairs or modifications shall not repeat. The parties 64 must either reach a written agreement or Buyer must terminate this Agreement by the Buyer's Reply deadline set 65 forth in Paragraph 6(b). Buyer's inaction during Buyer's reply period shall result in waiver of this inspection 66 condition, in which case Seller shall not be obligated to make any repairs or modifications whatsoever and this 67 contingency shall be deemed waived. 68 7. REPAIRS. If Seller agrees to make the repairs proposed by Buyer, then repairs shall be accomplished at Seller's 69 expense in a commercially reasonable manner and in accordance with all applicable laws no fewer than 70 days (3 days if not filled in) prior to the Closing Date. In the case of hazardous materials, "repair" 71 means removal or treatment (including but not limited to removal or, at Seller's option, decommissioning of any 72 oil storage tanks) of the hazardous material at Seller's expense as recommended by and under the direction of a 73 professional selected by Seller. Seller's repairs are subject to re-inspection and approval, prior to Closing, by the 74 inspector or specialist who recommended the repair, if Buyer elects to order and pay for such re-inspection. If 75 Buyer agrees to pay for any repairs prior to Closing, the parties are advised to seek the counsel of an attorney to 76 review the terms of that agreement. 77 OIL STORAGE TANKS. Any inspection regarding oil storage tanks or contamination from such tanks shall be 78 limited solely to determining the presence or non-presence of oil storage tanks on the Property, unless otherwise 79 agreed in writing by Buyer and Seller. 80 ON-SITE SEWAGE DISPOSAL SYSTEMS ADVISORY. Buyer is advised that on-site sewage disposal systems, 81 including "septic systems." are subject to strict governmental regulation and occasional malfunction and even 82 failure. Buyer is advised to consider conducting an inspection of any on-site sewage system in addition to the 83 inspection of the Property provided by this Form 35 by including an appropriate on-site sewage disposal 84 inspection contingency such as NWMLS Form 22S (Septic Addendum). 85 10. In NEIGHBORHOOD REVIEW CONTINGENCY. If the box is checked, Buyer's inspection includes Buyer's 86 subjective satisfaction that the conditions of the neighborhood in which the Property is located are consistent with 87 the Buyer's intended use of the Property (the "Neighborhood Review"). The Neighborhood Review may include 88 Buyer's investigation of the schools, proximity to bus lines, availability of shopping, traffic patterns, noise, parking 89 and investigation of other neighborhood, environmental and safety conditions the Buyer may determine to be 90 relevant in deciding to purchase the Property. If Buyer does not give notice of disapproval of the Neighborhood 91 (3 days if not filled in) of mutual acceptance of the Agreement, then this Neighborhood 92 Review condition shall conclusively be deemed satisfied (waived). If Buyer gives a timely notice of disapproval, then 93 this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 94 Form 35W Inspection Waiver Addendum Rev. 3/21 Page 1 of 1

INSPECTION WAIVER ADDENDUM TO PURCHASE AND SALE AGREEMENT

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etw								("Buyer	.")
	Buyer			Вι	yer				
nd _								("Seller	")
	Seller			Se	ller				
onc	erning							(the "Property"	').
	Address			Ci	у	State	Zip		
. C	limited to, the with building a soils/stabilit the Property i Broker with re	structural and zoning y inspection its prese egard to the	l, mechanical and g codes, an inspe on. Buyer elects t ent condition. Buye	general conction of the owaive the er has not re	d to obtain inspect ndition of the impr Property for haza right to obtain ins lied on representa he suitability of the	ovements or rdous mate pections of tions by Se	on the Prope rials, a pest the Propert ller, Listing E	erty, compliance inspection, and y and purchase Broker, or Buye	e d e r
. C	inspections o mechanical a codes, an ins This Agreeme to purchase the by Seller, Lis Property for E	f the Prop nd genera pection of ent is not c ne Propert ting Broke Buyer's int	erty and the impro il condition of the the Property for h onditioned on the ty is based on Buy er or Buyer Broke	ovements or improvement azardous magenties of surger's prior in regard	o mutual accept in the Property incl ints on the Propert aterials, a pest ins ch inspections and spection and that I d to the condition rovide the inspec	uding, but y, compliar pection, and Buyer ack Buyer has r of the Prop	not limited to nce with build d a soils/stal nowledges to not relied on perty or the	 the structural ding and zoning bility inspection hat the decision representations suitability of the 	l, g l. n s
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	manner and i the Closing D limited to rem at Seller's ex repairs are s modifications	n accorda late. In the loval or, a bense as i ubject to r and/or reprior to Clos	nce with all applice case of hazardo t Seller's option, or recommended by e-inspection and pairs, if Buyer elec	able laws noted that the commission of the commi	shed at Seller's e o fewer than s, "repair" means oning of any oil sto he direction of a prior to Closing, by and pay for such reto seek the couns	days (in the control of the cont	3 days if not treatment (in the haz) of the haz I selected by the tor who recond if Buyer a	filled in) prior to neluding but no ardous materia or Seller. Seller's commended the grees to pay fo	ot al s e
•	systems, incl and even fail	uding "sep ure. Buye	itic systems," are r is advised to co	subject to s onsider con	SORY. Buyer is a trict governmental ducting an inspection continger	regulation tion of any	and occasion on-site sew	onal malfunction age system by	n y
-	Buyer's Initials		Buyer's Initials	 Date	 Seller's Initials		 Seller's Initi	als Dat	_ te

Form 35C Seller Request – Inspection Report Rev. 7/23 Page 1 of 1

SELLER REQUEST INSPECTION REPORT

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The fo	llowing is part of the Purchase a	nd Sale Agreement dat	ed			1
betwee	en	Buye			("Buyer")	2
and	·	,			("Seller")	3
concei	rningAddress	Selle	er	State Zip	(the "Property").	4
NOTIC	CE OF SELLER REQUEST – IN:	SPECTION REPORT				5
	Seller requests that Buyer prov	vide the inspection repo	rt to Seller.			6
	Seller requests that Buyer prov modifications to the Agreemer	• •	the inspection	report related to the	requested repairs or	7 8
	Seller requests that Buyer pro Seller.	ovide a copy of the ins	pector's recom	ımendation for addi	·	9 10
Se	eller	 Date	Seller		Date	11

Form 35R Inspection Response for Form 35 Rev. 7/23

INSPECTION RESPONSE FOR FORM 35

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	veen			("Buyer")
	Buyer	Buy	/er	(Dayer ,
ınd ₋	Seller	Sel	lor.	("Seller")
ono		Sei	lei	(the "Dreporty")
OHC	Address Address	City	State Zip	(the "Property")
E E T E E E E E E E E E E E E E E E E E	refunded to Buyer.* Buyer gives notice of additional inspitime for Buyer's response is extended Buyer requests the following modifications or repairs, the ins	approved and the insperies disapproved and the ection(s). If requested d as provided for in Parations and/or repairs despection contingency should be inspection reported.	ection contingency is satisfied.* e Agreement is terminated. The Ear by Seller, the inspector's recommenda agraph 5 of Form 35.* escribed below or on the attached page	ation is attached. The
odi	uyer requests modifications and/or	ment to the Agreemen	Buyer 5R and any other addenda or noti t related to or resulting from the requ	
3 8	SELLER'S RESPONSE TO BUYER' Seller agrees to all of the modifications	or repairs in Buyer's requ		ed, the parties agree to
	Seller offers to correct only the follow		eply, below, is not necessary.**	
	Seller offers to correct only the follow Seller rejects all proposals by Buyer.*	ing conditions describe	eply, below, is not necessary.**	
	Seller offers to correct only the follow Seller rejects all proposals by Buyer.* Seller rejects all proposals by Buyer,	ing conditions describe	eply, below, is not necessary.** d below or on the attached pages:**	
	Seller offers to correct only the follow Seller rejects all proposals by Buyer.* Seller rejects all proposals by Buyer,	ing conditions describe	eply, below, is not necessary.** d below or on the attached pages:**	
Sell	Seller offers to correct only the follow Seller rejects all proposals by Buyer.* Seller rejects all proposals by Buyer, on the attached pages:**	but proposes the follo	eply, below, is not necessary.** d below or on the attached pages:**	
Sell Sell Sell Sell Sell Sell Sell Sell	Seller offers to correct only the follow Seller rejects all proposals by Buyer.* Seller rejects all proposals by Buyer, on the attached pages:** UYER'S REPLY TO SELLER'S RESELUYER accepts Seller's response and Buyer rejects Seller's response. Buy Money shall be refunded to Buyer.* Buyer rejects Seller's response, backnowledges that the inspection cor	Date SPONSE. agrees to proceed to Cover disapproves of the out offers the attache ontingency will be waived the out and terminating the	eply, below, is not necessary.** Id below or on the attached pages:** wing alternative modifications or repair	Date ninated. The Earnes and agreement or Buyer
Sell Sell Sell Sell Sell Sell Sell Sell	Seller offers to correct only the follow Seller rejects all proposals by Buyer.* Seller rejects all proposals by Buyer, on the attached pages:** UYER'S REPLY TO SELLER'S RESELUTE Buyer accepts Seller's response and Buyer rejects Seller's response. Buyer nejects Seller's response, be acknowledges that the inspection corgives notice disapproving the inspection contingency (NWMLS Form	Date SPONSE. agrees to proceed to Cover disapproves of the out offers the attache ontingency will be waived the out and terminating the	eply, below, is not necessary.** d below or on the attached pages:** wing alternative modifications or repair Seller Closing as provided in the Agreement.** inspection and this Agreement is terr d alternative proposal for modificati d unless Buyer and Seller reach writter	Date on or repair. Buyer

Form 41D Inspector Referral Disclosure Rev. 7/10 Page 1 of 1

By: (Broker)

Buyer/Seller

INSPECTOR REFERRAL DISCLOSURE

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INSPECTOR REFERRAL DISCLOSURE. Washington State law requires that a real estate broker, who refers a home 1 inspector to a buyer or seller with whom the broker has a current or past relationship including, but not limited to, a 2 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) 4 referred by Broker to Buyer/Seller: 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)

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

Date

Date

Form 35E Escalation Addendum Rev. 4/21 Page 1 of 2 ©Copyright 2021 Northwest Multiple Listing Service ALL RIGHTS RESERVED

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

he fol	llowin	g is part of the Purchase and Sale Agreemer	nt dated			
etwee	en				("E	Buyer")
		Buyer	Buyer			
nd		Seller	Seller		("5	Seller")
oncer	ning				(the "Prop	perty").
	0.	Address	City	State Zip	\	,
creas ot ass ou ar	sed if sure t e cau	D BUYER: By including this Addendum ir Seller receives an equal or higher offer from that the Competing Offer used to establish yutioned to offer no more than you are willing g Broker may disclose the terms of your offer	another buyer (the "(our Purchase Price w to pay for the Proper	Competing Offer"). I vill, in all ways, be o ty. You are further o	This Addendur comparable to cautioned that	n does yours.
Ne inc	et Prio	ASE PRICE. If Seller receives a Competince equal to or greater than the Net Priced to \$ more than the Net rchase Price of this offer exceed \$	e of this offer, ther	the Net Price of	this offer sh	nall be
		n "Net Price" means the stated Purchase Price on clause) including any price adjustments such				a price
NV the da NV	VMLS e full f ys if r VMLS	ETING OFFER. A Competing Offer must be a solution of some of the competing all material term. Purchase Price to be paid in cash at closing not filled in) from the date of this offer; and (of a Form 22B or equivalent). A Competing Of property contingency (i.e. NWMLS Form 22Q)	ns necessary for an en ; (b) provides for closes; is not contingent or fer may include other	nforceable agreeme sing no later than _ n the sale of the buy	nt which (a) re da ver's property	equires lys (60 (i.e. no
		R'S ACCEPTANCE. The parties shall use by this section.	the "Escalation Adde	endum Notice" (For	m 35EN) for r	otices
a.	it is	mpeting Offer Required for Escalation. S accompanied by a complete copy of an uding any escalation provision.				
	i.	If Seller fails to provide an offer to be a acceptance, then Buyer may give notice in). If Buyer fails to timely give such no Purchase Price calculated by Seller. If (1 day if not filled in) to deliver the Corcompeting Offer, Buyer shall be entitled	to Seller of that fact tice, then Buyer sha Buyer provides such npeting Offer to Buy	within days Il be obligated to p n notice, Seller sha yer. If Seller fails t	s (3 days if no ourchase at thall have o timely deliv	t filled e new _ days er the
b.	Not	ice to Seller – Non-Qualifying Competin	g Offer.			
	i.	If the offer provided by Seller does not Addendum, Buyer may deliver notice to of receipt of the Competing Offer. If conclusively be deemed to qualify as a Competing of the Competing Offer.	Seller of that fact wi Buyer fails to time	thin days (3 ely give such noti	days if not fil	led in) shall
	ii.	If Buyer provides such notice to Seller, sometice of termination of this Agreement. be refunded to Buyer. If Seller does not entitled to purchase the Property at the results.	If Seller timely gives timely give such not	s such notice, the E ice of termination,	Earnest Mone	y shall
Rı	uver's l	nitials Date Buyer's Initials Date	e Seller's Initials	Date Seller's	s Initials	Date

Form 35E Escalation Addendum Rev. 4/21 Pages 2 of 2

ESCALATION ADDENDUM TO PURCHASE AND SALE AGREEMENT

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Continued

4. NEW PURCHASE PRICE.

a.			nula calculates the new Purchas Price of the Competing Offer is kr	
	Purchase Price of Competing (or the maximum purchase prif it contains an escalation pro	ice of the Competin	\$g Offer	44 45 46
	Less Credits (if any) to Buyer	in Competing Offer	\$	47
	Plus Credits (if any) to Seller	in Competing Offer	\$	48
	Competing Offer Net Purcha	ase Price	\$	49
	Plus Escalation Amount (this	offer)	\$	50
	Plus Credits (if any) to Buyer	(this offer)	\$	51
	Less Credits (if any) to Seller	(this offer)	\$	52
	New Purchase Price		\$	53
ii	new Purchase Price sta If Buyer provides such notice of termination o shall be refunded to	ited above shall co notice to Seller, S f this Agreement. Buyer. If Seller d	rchase Price. If Buyer fails to tinclusively be deemed to be correller shall have days (2 of Seller timely provides such roses not timely give notice of notice shall conclusively be deemed.	ect. 57 days if not filled in) to give 58 notice, the Earnest Money 59 termination, then Buyer's 60
Initials:	BUYER:	_ Date:	SELLER:	Date:

BUYER: _____ Date: ____ Date: ____ Date: ____

Form 36 Counteroffer Addendum Rev. 8/11 Page 1 of 1

COUNTEROFFER ADDENDUM TO REAL ESTATE PURCHASE AND SALE AGREEMENT

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oncerning			State Zip	(the "Property")
			·	
d the consideration of				
d the undersignede accepted, except for the followi		, , , , , , , , , , , , , , , , , , , ,	as	
The Purchase Price shall be \$	S			· · · · · · · · · · · · · · · · · · ·
Other.				
nis counteroffer shall expire at 9 nless it is sooner withdrawn. Acce eir broker or at the licensed offi arnest Money shall be refunded to	eptance shall not be eff ce of their broker. If the	ective until a signed copy	is received by	the counterofferor,
l other terms and conditions of	the above offer are in	corporated herein by refe	erence as tho	ugh fully set forth.
Signatura	Data	Signatura		Data
Signature	Date	Signature		Date
The above counteroffer is accept	ed.			
Signature	Date	Signature		Date

Form 36A Offer/Counteroffer Withdrawal Rev. 3/21 Page 1 of 1

WITHDRAWAL OF OFFER OR COUNTEROFFER

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The following	ng is pa	rt of the Purchase and Sale	Agreement	dated						,
between									("Buyer")	2
	Buyer			Buyer						
and									("Seller")	3
	Seller			Seller						
concerning									(the "Property").	4
	Addres	S		City		;	State	Zip		
TO:		Seller and Listing Broker								5
		Buyer and Buyer Broker								6
The attache	ed 🛚 O	ffer; 🖵 Counteroffer is witho	Irawn.							7
☐ Seller;	□ Buv	er	Date	-	□ Seller;	☐ Buve	r		Date	9

Form 38A Back-Up Addendum Rev. 3/21 Page 1 of 1 ©Copyright 2021 Northwest Multiple Listing Service ALL RIGHTS RESERVED

BACK-UP ADDENDUM TO PURCHASE AND SALE AGREEMENT

tween _					("Buyer"
	Buyer	Buyer			(23)0.
ı					("Seller"
	Seller	Seller			
cerning	9				(the "Property")
	Address	City		State Zip	
	rty Already Sold. Seller ("First Sal	nas previously sold the"). Seller reserves the			
	Up Agreement Subject to ted to sell to Buyer, unless			t" is subject to the Firs	st Sale. Seller is not
	e - If First Sale Fails to Clot t close ("First Sale Failure I				g that the First Sale
(60 da	ng. If the First Sale fails to ays if not filled in) from th dum supersedes the Closi	e date of delivery of	the First Sale		
	ation of Back-Up Agreem ays if not filled in) after m ate.				
	nation by Buyer. Buyer me Notice. NWMLS Form 38			t any time prior to rece	eiving the First Sale
Agree Notice	For the purposes of corment, including the deposite. If NWMLS Short Sale Aon the date of delivery of the	of Earnest Money, sh ddendum (Form 22SS	nall begin on the) is a part of thi	e date of delivery of th is Back-Up Agreemen	ie First Sale Failure it, all timelines shall
Other					
Buyer		Date	Seller		Date
,uyei		Date	Gellel		Date
Buyer		Date	Seller		Date

Form 41C Buyer Brokerage Firm's Compensation Rev. 7/23 Page 1 of 1

Buyer's Initials

Buyer's Initials

Date

Date

Seller's Initials

Seller's Initials

Date

Date

BUYER BROKERAGE FIRM'S COMPENSATION ADDENDUM

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etwee	n ("Buyer")
and	Seller Seller ("Seller")
concer	ning (the "Property").
	Buyer Brokerage Firm's Compensation – No Compensation Offered by Seller.
	There is \square no offer of compensation from Seller to Buyer Brokerage Firm in the listing; or \square Seller has not signed a listing agreement. Seller shall pay Buyer Brokerage Firm compensation of% of sales price or \$ at Closing.
	Additional Buyer Brokerage Firm Compensation – Buyer Representation Agreement.
	Buyer is obligated to pay Buyer Brokerage Firm compensation as a condition of a buyer representation agreement between Buyer Brokerage Firm and Buyer. Seller's offer of compensation to Buyer Brokerage Firm in the listing is less than Buyer's obligation to Buyer Brokerage Firm. Accordingly, Seller agrees to pay Buyer Brokerage Firm additional compensation of% of sales price or \$ at Closing. Buyer Brokerage Firm's total compensation paid by Seller shall be% of sales price or \$ at Closing.
	Credit to Buyer.
	Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by
	Reduction in Buyer Brokerage Firm Compensation.
	Buyer Brokerage Firm's compensation shall be reduced from the amount offered in the listing by% of sales price or \$ Buyer Brokerage Firm's total compensation paid by Seller shall be% of sales price or \$at Closing.
	Other:
	Date Date Circular
	Buyer Broker Signature Date Buyer Brokerage Firm
someon portion membe Brokera	r shall, within days (180 days if not filled in) from the date hereof, sell the Property to Buyer or ne acting on Buyer's behalf, Seller shall pay Buyer Brokerage Firm the compensation set forth above, less any of the earnest money retained by Buyer Brokerage Firm. Provided, if a compensation is paid to another or(s) of a multiple listing service in conjunction with such sale, the amount of compensation payable to Buyer age Firm shall be reduced by the amount paid to such other member(s). "Sell" includes a contract to sell; an ge or contract to exchange; or an option to purchase, regardless of when it closes.

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AUTHORIZATION TO DISBURSE EARNEST MONEY

etween						("Buy	er")
etween		Buy	/er			\	,
ndSeller						("Sell	er")
Seller		Sell	ler				
oncerning		City	,	State	Zip	(the "Propert	y").
		,			r		
. Disbursement o	of Earnest Mor	ney. Buyer and Seller here	eby direct the party	holding t	he Earnest M	loney to	
distribute it as fol		•		· ·		•	
\$	to	Buyer.					
\$	to	Seller.					
\$	to	Listing Brokerage Firm.					
\$	to	Buyer Brokerage Firm.					1
\$	to						1
. Reservation of Ri obligations under		s. This Authorization shall r	not otherwise affect	any party'	s contractual	rights or	1
Buyer		Date	Seller			Da	1 ate
Buyer		Date	Seller			Da	1 ate
Buyer Brokera	ge Firm		Listing Brokera	ge Firm			

Form 51 Rescission Agreement Rev. 10/22 Page 1 of 1

RESCISSION AGREEMENT

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ween		Buy	er	("Buyer"
			-	("Seller")
Seller		Selle	er	
cerning		City	State 2	(the "Property"
escinded as follo	ows:			
the Property a this sale from a	re rescinded. Eany and all liabil	ach party releases the ity in connection with the	other and all real estate fine sale, except as agreed l	uyer and Seller with respect t rms and brokers involved wit below. Nothing herein shall b s unless otherwise agreed i
money as follow		holding the earnest m	noney is authorized and dir	rected to disburse the earnes
\$	to	Buyer.		
\$	to	Seller.		
\$	to	Listing Brokerage Firm	n.	
\$	to	Buyer Brokerage Firm	l.	
\$	to		<u>_</u> .	
Property to Bu Brokerage Firm Brokerage Firm compensation amount of com amount paid to	yer or someone the compensa less any porti s paid to anoth pensation payal such other mem	acting on Buyer's beha tion as set forth in the on of the above earne er member(s) of a mu ble to Listing Brokerage	alf, Seller shall pay Listing I Exclusive Listing Agreement of money retained by Listing Iltiple listing service in cong of Firm and Buyer Brokerage	from the date hereof, sell the Brokerage Firm and the Buyernt between Seller and Listing Brokerage Firm. Provided junction with such a sale, the Firm shall be reduced by the ge or contract to exchange; or
Buyer's Signa	ture	Date	Seller's Signature	Date
Buyer's Signa	ture	Date	Seller's Signature	Date
Buyer Brokera	age Firm		Listing Brokerage Firm	

Form 89 Earnest Money Receipt Rev. 3/21 Page 1 of 1

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RECEIPT FOR EARNEST MONEY

een	("E	suyer")
		Seller"
Seller	Seller	
erning	City State Zip (the "Prop	perty")
On	, the undersigned received earnest money from Buyer in the amount	
of \$	by □ personal check □ cashier's check □ promissory note □ cash	
☐ other ().	
	Print Name	
	Firm (Company)	
	Signature	
	☐ Buyer Broker	
	☐ Closing Agent	
	□ Other	

NOTE: If the Earnest Money is cash, you must deposit it or deliver it not later than the first banking day following

receipt, regardless of the terms of the Purchase and Sale Agreement.